

Reference: FOI.ICB-2223/097

Subject: Primary & Urgent Healthcare Services

I can confirm that the ICB does hold the information requested; please see responses below:

QUESTION	RESPONSE
<p>1. Identify and share all contracts currently pertaining to walk in urgent care services in the ICS/ICB region including:</p> <ul style="list-style-type: none"> - Walk in Primary Care Clinics or Services - Minor Injury Units - Minor Illness Treatment Units - Urgent Care Centres - Urgent Treatment Centres - Walk in Treatment Centres 	<p>BNSSG ICB commissions Sirona Care and Health CiC to provide the following urgent care services:</p> <ul style="list-style-type: none"> - Clevedon Minor Injury Unit - Broadmead Walk in Centre - Yate Minor Injury Unit - South Bristol Community Hospital Urgent Treatment Centre <p>Sevenside are also commissioned to provide out of hours urgent care services accessed via 111 and have the following locations:</p> <ul style="list-style-type: none"> - Cossham Hospital - Greenway Centre - Knowle West Health Park - Clevedon Hospital - Newcourt Surgery Weston <p>The ICB has applied Section 43(2) to sections of the contract held with Sirona CiC. Section 43(2) exempts from disclosure information which would, or would be likely to prejudice the commercial interests of any legal person (an individual, a company, the public authority itself or any other legal entity). Section 43(2) is a qualified exemption</p>

and therefore subject to the public interest test. Sirona CiC has confirmed that the information redacted is considered commercially sensitive and provided their reasoning. The ICB has considered this information when applying the public interest test to the information.

Sirona CiC have confirmed that certain elements of the contract if disclosed would likely prejudice their commercial interests and Sirona CiC have outlined their reasoning for this. Sirona CiC have identified that there are aspects to the contract that outline their business practices which include ideas and processes that other organisations could use to tender for business for which Sirona CiC is also considering. It is important to note that although Sirona CiC holds an NHS Contract it is not a public authority and therefore is free to compete for other services.

The Public Contracts Regulations 2015, include regard to the general principles of equity of treatment and therefore the ICB must consider whether by disclosing information, a competitive provider may be put at a disadvantage. When procuring / commissioning NHS healthcare services, in all cases the ICB **MUST**

- act in a transparent and proportionate way; and
- treat providers equally and in a non-discriminatory way (showing no favouritism, particularly on the basis of ownership)

This requires the ICB to conduct all procurement activity openly and in a manner which enables behaviour to be scrutinised.

These public interest arguments have been balanced against the public interest arguments in favour of disclosing the information below.

The public interest arguments in favour of disclosing information include the ICB's responsibility to be transparent and accountable in its decision making and to promote public understanding of NHS processes and services.

The Community Services contract specification was developed by the predecessor organisation, BNSSG Clinical Commissioning Group (CCG). The CCG fulfilled these responsibilities regarding public accountability and transparency by developing the community services specification as part of a significant programme of open engagement. The CCG developed the specification in partnership with the local health and social care system and a number of public engagement events took place, during which patients and the public were able to inform the development of the specification. The development of the specification was regularly discussed at the CCG Governing Body meetings which were open to the public. The papers regarding the development of the specification remain available on the CCG's archived website.

The ICB believes that the public interest in the contract would likely be in the value of the contract as this is paid for through public funds and the overarching specification of the contract. Both of which were made public during the engagement processes and following the procurement. The ICB considers that the only parties interested in

	<p>the business plans of Sirona CiC are those who may compete against them during procurements.</p> <p>The ICB has concluded that the public interest lies in withholding the specific elements within the contract. This supports the ICB obligation to ensure that no provider is treated unequally or put at a disadvantage when competing for services.</p>
<p>2. Identify the overall contract values for each contract identified</p>	<p>The contracts held with both Sirona CiC and Severnside are for many services, not just those outlined above and so we cannot share the individual contract values for the above elements.</p>
<p>3. Where you have entered a contract, could you please confirm the contracts:</p> <ul style="list-style-type: none"> i. Commencement date ii. Expiry date of the initial term; and iii. Expiry date of any applicable extension periods if taken 	<p>Sirona CiC</p> <ul style="list-style-type: none"> i. 01 April 2020 ii. 31 March 2030 iii. 31 March 2030 <p>Severnside:</p> <ul style="list-style-type: none"> i. 01 April 2019 ii. 01 April 2026 iii. 01 April 2029
<p>4. Where your contracts' initial or extended term is due to expire in the next 12 months, i.e., during financial year 2022/2023 or the forthcoming year 2023/2024, could you please confirm the forces intentions going forward, including:</p>	<p>Not applicable.</p>

<ul style="list-style-type: none">i. Roll forward the existing contractii. Seek alternative providersiii. Undertake a formal competitive tender processiv. If the decision is to undertake formal tender process, which tender platform will be utilised	
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The information provided in this response is accurate as of 25th November 2022 and has been approved for release by Sarah Truelove, Deputy Chief Executive and Chief Finance Officer for NHS Bristol, North Somerset and South Gloucestershire ICB.

Dear Sir/Madam,

I am writing to you today on behalf of Partnering Health Limited (PHL), an independent healthcare provider, to request information regarding local Primary & Urgent Healthcare Services under the Freedom of Information Act 2000. We understand the response to this request may contain sensitive data and as a company we comply fully with the General Data Protection Act 2018.

The reasoning for this request is, Partnering Health Limited currently hold several NHS contracts for urgent, primary care and custody healthcare services and we appreciate any information that could be passed onto us to help us shape future medical care should we successfully gain new contracts.

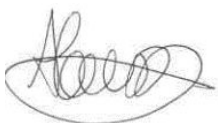
Partnering Health Limited would be grateful if the following requested could be considered and subsequently answered.

- Identify and share all contracts currently pertaining to walk in urgent care services in the ICS/ICB region including:
 - Walk in Primary Care Clinics or Services
 - Minor Injury Units
 - Minor Illness Treatment Units
 - Urgent Care Centres
 - Urgent Treatment Centres
 - Walk in Treatment Centres
- Identify the overall contract values for each contract identified
- Where you have entered a contract, could you please confirm the contracts:
 - Commencement date
 - Expiry date of the initial term; and
 - Expiry date of any applicable extension periods if taken.
- Where your contracts' initial or extended term is due to expire in the next 12 months, i.e., during financial year 2022/2023 or the forthcoming year 2023/2024, could you please confirm the forces intentions going forward, including.
 - Roll forward the existing contract
 - Seek alternative providers
 - Undertake a formal competitive tender process
 - If the decision is to undertake formal tender process, which tender platform will be utilised.

If it is not possible to provide the information requested due to the information exceeding the cost of compliance limits identified in Section 12, please provide advice and assistance, under the Section 16 obligations of the Act, as to how I can refine my request.

If you can identify any ways that my request could be refined, I would be grateful for any further advice and assistance. It is understood that a response to such a request may require searches internally to locate the relevant information and can result in a delay of disclosure, therefore we would appreciate an acknowledgement of receipt of this letter if at all possible.

If you have any queries please don't hesitate to contact me via email or phone and I will be very happy to clarify what I am asking for and discuss the request, my details are outlined below.



A Burr
Senior Administrator



NHS Standard Contract 2019/20 Particulars (Full Length)

Contract title / ref: BNSSG_607_2020_2030_Sirona care & health(Provider)_NA

These particulars should be read in conjunction with the service conditions and general conditions available at: <https://www.england.nhs.uk/nhs-standard-contract/19-20/>

NHS Standard Contract 2019/20

Particulars (Full Length)

Version number: 1

First published: March 2019

Prepared by: NHS Standard Contract Team
nhscb.contractshelp@nhs.net

Classification: OFFICIAL

Publication Approval Number: 000248

Contract Reference	BNSSG_607_2020_2030_Sirona care & health (Provider)_NA
DATE OF CONTRACT	3 September 2019
SERVICE COMMENCEMENT DATE	1 April 2020
CONTRACT TERM	10 years from Service Commencement date, with a period of mobilisation from Contract Award to 31 March 2020
COMMISSIONERS	NHS Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group (ODS 15C)
CO-ORDINATING COMMISSIONER	NHS Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group
PROVIDER	Sirona care & health CIC 2 nd Floor Kingswood Civic Centre Kingswood BS15 9TR Company number: 7585003

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- SC5 Commissioner Requested Services/Essential Services
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- SC7 Withholding and/or Discontinuation of Service
- SC8 Unmet Needs, Making Every Contact Count and Self Care
- SC9 Consent
- SC10 Personalised Care
- SC11 Transfer of and Discharge from Care; Communication with GPs
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC14 Pastoral, Spiritual and Cultural Care
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Sustainable Development
- SC19 Food Standards and Sugar-Sweetened Beverages
- SC20 Service Development and Improvement Plan
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GENERAL CONDITIONS

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- GC2 Effective Date and Duration
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- GC4 Transition Period
- GC5 Staff
- GC6 Intentionally Omitted
- GC7 Intentionally Omitted
- GC8 Review
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CONTRACT

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**;
2. the **Service Conditions (Full Length)**;
3. the **General Conditions (Full Length)**,

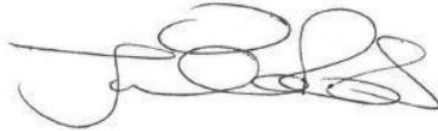
as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by

Julia Ross for
and on behalf of
NHS Bristol, North Somerset and South
Gloucestershire Clinical
Commissioning Group

Signature



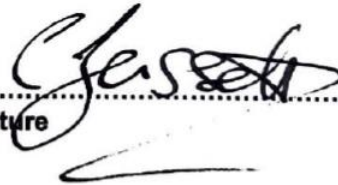
Chief Executive

Date: 31 March 2020

SIGNED by

Clive Bassett for
and on behalf of
Sirona care &
health CIC

Signature



Finance Director

Date

31 March 2020

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	3 September 2019
Expected Service Commencement Date	1 April 2020
Longstop Date	1 April 2020
Service Commencement Date	1 April 2020
Contract Term	10 years commencing on 1 April 2020, with a period of mobilisation from Contract Award to 31 March 2020
Option to extend Contract Term	No
Commissioner Notice Period (for termination under GC17.2)	12 months
Commissioner Earliest Termination Date	24 months after the Expected Service Commencement Date for the Contract as a whole 12 months after the Service Commencement Date for specific individual services within the Contract
Provider Notice Period (for termination under GC17.3)	12 months
Provider Earliest Termination Date	24 months after the Service Commencement Date for the whole of the Contract

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	Yes
End of Life Care Services (ELC)	Yes
Mental Health and Learning Disability Services (MH)	Yes (Learning Disability Services)
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	Yes
Services commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	No
Service Requirements	
Indicative Activity Plan	Yes
Activity Planning Assumptions	Yes
Essential Services	Yes – Schedule 2D and 2E
Services to which 18 Weeks applies	Yes
Prior Approval Response Time Standard	Within 5 Operational Days following the date of request
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	No
Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?	Yes

PAYMENT	
Expected Annual Contract Value Agreed	Yes
Must data be submitted to SUS for any of the Services?	Yes
QUALITY	
Provider type	Community Interest Company
Clostridium difficile Baseline Threshold (Acute Services only)	Not applicable
GOVERNANCE AND REGULATORY	
Nominated Mediation Body	Mediation will be arranged jointly by the NHS TDA and NHS England where the provider is an NHS Trust, and will be by CEDR or another independent body in other cases
Provider's Nominated Individual	Janet Rowse
Provider's Information Governance Lead	Clive Bassett
Provider's Data Protection Officer (if required by Data Protection Legislation)	Glyn Young
Provider's Caldicott Guardian	Kate Rush
Provider's Senior Information Risk Owner	Clive Bassett
Provider's Accountable Emergency Officer	Jenny Theed
Provider's Safeguarding Lead	Simon Allen
Provider's Child Sexual Abuse and Exploitation Lead	Jill Chart
Provider's Mental Capacity and Deprivation of Liberty Lead	Simon Allen
Provider's Prevent Lead	Simon Allen

Provider's Freedom To Speak Up Guardian(s)	Karen Gleave and Wendy Best
Provider's UEC DoS Contact	Jenny Theed
Commissioners' UEC DoS Leads	NHS Bristol, North Somerset and South Gloucestershire CCG Sue Firks
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Co-ordinating Commissioner: NHS Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group Address: South Plaza, Marlborough Street, Bristol BS1 3NX</p> <p>Provider: Sirona care & health CIC Address: 2nd Floor Kingswood Civic Centre Kingswood BS15 9TR</p>
Frequency of Review Meetings	Monthly
Commissioner Representative(s)	Rachel Anthwal Address: South Plaza, Marlborough Street, Bristol BS1 3NX
Provider Representative	Linda Frankland Address: 2nd Floor Kingswood Civic Centre Kingswood BS15 9TR

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents (all are prior to Contract Commencement unless otherwise stated as prior to Service Commencement):

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors
3. Evidence of Monitor's Licence in respect of Provider and Material Sub-Contractors
4. Evidence of appropriate Counter Fraud and Security Management measures
 - Fraud Policy
 - Security Policy
5. Copies of the following Sub-Contracts, signed and dated and in a form approved by the Commissioner by 31st March 2020. These will include Brisdoc only. Any others will be subject to a contract variation where required
6. Evidence of appropriate Premises arrangements being put in place to deliver the Services, with signed agreements with NHSPS/CHP by 1st April 2020.
7. Copies of signed and completed Transfer Agreements between the Incumbent Providers ("Bristol Community Health Community Interest Company" and "North Somerset Community Partnership Community Interest Company") and the Provider by 20th March 2020.
8. Fully updated elements of the transformation plan, developed with partners. This will be agreed by the CCG and included in the 20/21 contract variation.
9. By 20th March 2020, evidence that an appropriate IM&T solution is in place, including but not limited to all of the hardware, software, networking, training, documentation, support and maintenance necessary to deliver the service.
10. A copy of Direction Letters as set out in Schedule .7 within 5 days of them being issued.

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
10 January 2019	Request for Proposals	Request for Proposals and all accompanying documentation and clarifications issued during the procurement. This includes, but is not limited to, the service specifications, enabler specifications and financial model template
3 April 2019	Information for Shortlisted Bidders and clarifications during Round 2	Information for Shortlisted Bidders and all accompanying documentation and clarifications issued during Round 2 of the procurement. This includes but is not limited to Draft Contract, Updated financial model template, questions asked during meetings and written clarification questions
3 and 4 July 2019	Outcome notification letter and due diligence requirements letter	Letters setting out requirements and areas for clarification, including mobilisation information pack
3 September 2019	Notification letter and contract attachments set out in the Documents Relied On	Including updated mobilisation information pack and the requirement to allocate named staff that the CCG require to be part of mobilisation

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

1. This schedule sets out the Specifications to be delivered. It is in multiple parts comprising:
 - IACS000
 - IACS001
 - IACS002
 - IACS003
 - IACS004
 - IACS005
 - IACS006
2. For contractual purposes, the CCG and the Provider acknowledge that the Service Specifications are subject to continual review to ensure that they remain consistent with the achievement of the Local Quality Requirements and nationally mandated requirements. Any changes to a Service Specification required reflecting (i) progress against the Service Development and Improvement Plan, and (ii) the Provider's actual practice in delivering Community Services or (iii) to ensure consistency with the achievement of the Local Quality Requirements shall be discussed as part of the review meeting process. The review of Service Specifications shall be a standing item on the agenda for review meetings. The CCG and the Provider will consider how any changes that are identified by such Review Meeting shall be documented, taking account of (i) whether the scope of the change is appropriate to form part of a formal Service Variation, (ii) the impact upon the achievement of the Local Quality Requirements and (iii) the Commissioner's statutory duties in respect of public involvement and service user and stakeholder consent. Those changes to a Service Specification that are agreed by the Parties subject to the provisions of GC13. The CCG retains flexibility to add or remove elements to the Contract at any time in line with population needs, the Urgent Care Strategy, pilot projects, *Healthier Together* priorities and so on. This may affect the total Contract value. Any such changes that are agreed will also be subject to the provisions of GC13.
3. The Parties shall work together to develop a Communication Plan, and, for any proposed change to the service model, consider what degree of public involvement is appropriate, including reference to the Communication Plan.

Service Specification No.	IACS000
Service	Community Services Background information
Commissioner Lead	NHS Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group
Provider Lead	
Period	
Date of Review	

1.	LOCAL CONTEXT
1.1	The CCG has commissioned a Single Provider of adult community health services for Bristol, North Somerset and South Gloucestershire so Community Services work seamlessly with Primary Care, Secondary Care, mental health services, local authorities and Third Sector Organisations to enable people to stay healthy, well and independent in the community. The adult Community Services Provider will be a key system partner in transforming the out of hospital care setting, so that services provide proactive care to meet population needs.
1.2	Local services landscape
1.2.1	This section provides background about the vision underpinning the out of hospital care approach and summarises the Community Services. The context of local services is first described.
1.2.2	The CCG serves a population of nearly one million people. The population is spread across a mix of rural, suburban and inner city areas. The population is expected to grow by 43,000 by 2021 with an approximate 7% growth in those aged under 15 years, 16% growth in 74 to 84 year olds and 18% growth in those aged over 85 years of age. With this increase in the elderly comes a greater number of the population living with multiple long-term conditions which will require preventative, proactive and reactive management and support from Community Services to stay healthy, well and independent. Each locality has local population-specific needs which the CCG expects to be met by the adult Community Services provider as well as other system partners.
1.2.3	The CCG covers three local authority areas: Bristol City Council, North Somerset Council and South Gloucestershire Council.
1.2.4	Adult Community Services were previously provided primarily through block contracts with three separate community interest companies. Bristol Community Health provided adult Community Services for Bristol. North Somerset Community Partnership provided adult Community Services for North Somerset. Sirona care & health provided adult Community Services for South Gloucestershire. There are also contracts with University Hospitals Bristol NHS Foundation Trust for the provision of beds at South Bristol Community Hospital which will be transferred to the community provider in April 2021 and North Bristol NHS Trust for rehabilitation beds.
1.2.5	The population mainly access three Secondary Care providers: North Bristol NHS Trust and University Hospitals Bristol NHS Foundation Trust (which also provides tertiary care) and Weston Area Health NHS Trust. Other key providers are South Western Ambulance Service, Avon and Wiltshire Mental Health Partnership and Severnside who provide an Integrated Urgent Care Service.

1.2.6	<p>There are currently 84 general practices across the CCG geography. General practices are currently arranged in six localities, Bristol includes three localities: Bristol North and West; Bristol South and Bristol Inner City and East. South Gloucestershire is one locality. North Somerset has two localities: Woodspring and Weston and Worle. Each locality has a GP Provider Board consisting of a mix of GPs, nurses and practice managers. Within these localities practices are working at scale through developing GP Primary Care Networks¹ covering 30,000-50,000 patients. The maturity of working at scale varies across the geography and is continuously developing. It is expected that the provider aligns with Primary Care at all levels to enhance and support partnership and integrated working.</p>
1.3	<p>Vision for integrated care</p>
1.3.1	<p>Eleven organisations as of June 2019 sit on the Board of <i>Healthier Together</i>, the Bristol, North Somerset and South Gloucestershire Sustainability and Transformation Partnership. These are:</p> <ul style="list-style-type: none"> • Avon and Wiltshire Mental Health Partnership NHS Trust • Bristol City Council • NHS Bristol, North Somerset, South Gloucestershire Clinical Commissioning Group • North Bristol NHS Trust • North Somerset Council • One Care • Sirona care & health • South Gloucestershire Council • South Western Ambulance Service NHS Foundation Trust • University Hospitals Bristol NHS Foundation Trust • Weston Area Health NHS Trust
1.3.2	<p>The adult Community Services Provider is expected to be part of this Board. Further information about <i>Healthier Together</i> is available at https://bnssghealthiertogether.org.uk/.</p>
1.3.3	<p><i>Healthier Together's</i> vision is for the health and social care system to progress towards an integrated approach to care, with organisations working together regardless of individual budgets. The geography is an aspirant Integrated Care System. Priorities include redesigning models of care to meet the needs of the population and ensuring effective infrastructure to enable this (https://bnssghealthiertogether.org.uk/where-have-we-got-to/).</p>
1.3.4	<p>The vision is that organisations will work together to provide services closer to patients' homes. This is being progressed by bringing together existing services centred around GP Primary Care Networks and Localities within communities to create integrated localities that deliver a range of health services including community, mental health, social care and Third Sector services. It is expected that these changes will help people remain independent longer in their own homes, only needing to access Secondary Care when absolutely necessary.</p>
1.3.5	<p>As part of integrated working with Primary Care, the adult Community Services Provider is expected to work alongside Primary Care's Locality Transformation Scheme and GP Primary Care Network development. The Locality Transformation Scheme is developing strong local primary care clinical leadership in localities to build relationships with other providers as the first steps to considering priorities for joint working and, in future, more integrated community models of care. Phase 1 involved GPs coming together to work in locality provider boards. Phase 2, involved GP locality provider boards starting to work with other providers on selected priority areas. Phase 3, ongoing, is for integrated community localities to work in a 'provider alliance'.</p>

¹ <https://www.england.nhs.uk/wp-content/uploads/2019/01/gp-contract-2019.pdf>

1.3.6	The CCG plans to work with Primary Care to enable localities/Primary Care Networks to establish the needs of their population, shape an optimal delivery model and deliver the aims of the NHS Long Term Plan. There is a focus on innovation and collaboration and the adult Community Services Provider is expected to be a key partner.
2. COMMUNITY SERVICES MODEL	
2.1	Underpinning principles
2.1.1	In January 2018 the King's Fund published ' <i>Reimagining community services – making the most of our assets</i> ² ', which set out 10 key design principles for future models of community health services, emphasising the importance of building a community-based approach to care. These principals underpin the vision for Community Services for Bristol, North Somerset and South Gloucestershire. They comprise:
2.1.1.1	Organising and co-ordinating care around patients' needs Evidence suggests that better care co-ordination can improve the experience and outcomes of care and increase efficiency to avoid duplication. Patients using community services often need support from multiple services. It is vital that adult community services are closely connected to all parts of the health and social care system. Effective information sharing is critical to achieve this through shared records and interoperability of systems.
2.1.1.2	Responding holistically to physical and mental health and social needs It is important for the adult Community Services Provider to understand the full range of a patient's needs and how those needs impact on health and wellbeing so they can help patients access appropriate support. The CCG wants this to be achieved through partnership working across different services including with Third Sector organisations.
2.1.1.3	Making the best use of community assets to deliver care There are capabilities within communities that can be used to promote health. To develop asset-based models, health and care services need to work with a range of partners.
2.1.1.4	Enabling professionals to work together across boundaries Through multidisciplinary working, services can draw on the skills and expertise of a range of professionals to improve care and offer co-ordinated care. This may involve fully integrated teams sharing caseloads or be part of a less formal structure that supports collaborative working.
2.1.1.5	Building in access to specialist advice and support Community-based care should have access to specialist support as a core part of day-to-day work, so it is readily available and supports community services to manage clinical complexity, acuity and risk.
2.1.1.6	Focusing on improving population health and wellbeing Community Services are well placed to have a greater role in population health and proactive care as they are based in communities, have an understanding of population need and network across sectors and services.
2.1.1.7	Empowering people to take control of their own health and care This relies on partnership working between professionals and patients. Seeing patients in their own homes and communities gives valuable insight into patients' capabilities to self-care and the types of support that are available to help them do so.
2.1.1.8	Designing delivery models to support and strengthen relational aspects of care Relational aspects are the elements of care most closely linked to good patient experience. The focus is on patients feeling that professionals treat them as a 'whole person' and that there is continuity in the relationship.

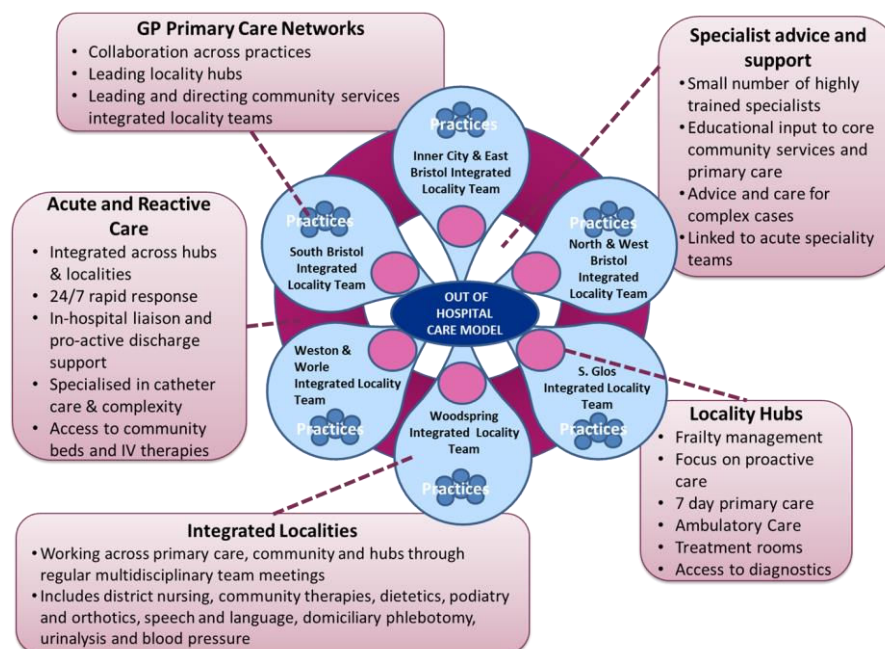
² https://www.kingsfund.org.uk/sites/default/files/2018-01/Reimagining_community_services_report.pdf

- 2.1.1.9 Involving families, carers and communities in planning and delivering care**
A significant amount of care and support in the community comes from informal support networks including friends and family. Community-based services could usefully involve carers and families in planning and delivering care as well as supporting carers with their own needs.
- 2.1.1.10 Making community-based care the central focus of the system**
It is important that we see a shift the focus across health and social care systems as a whole, whereby systems are based around communities and community services in their broader sense.
- 2.1.2** These principles mirror feedback from clinicians, patients, carers and the public, providers, partner organisations, the Third Sector and other stakeholders that have contributed to developing the specifications for this Community Services contract. Stakeholders have emphasised the importance of having adult Community Services that will respond to the needs of patients and carers, help patients to keep themselves healthy and well in the community, be consistent across Bristol, North Somerset and South Gloucestershire, work seamlessly with Primary Care and other partners, develop a workforce with strong generalist skills and adapt to increasing integration in the future.
- 2.2 Service specifications**
- 2.2.1** Figure 1 illustrates the model of out of hospital care for Bristol, North Somerset and South Gloucestershire. The adult Community Services Provider is expected to work closely with general practice at an individual, GP Primary Care Network and locality level to meet the needs of the population and to help people stay healthy, well and independent in their community.
- 2.2.2** The four Service Specifications are Integrated Network Teams; Acute and reactive care; Specialist advice and support and Locality hubs:
- 2.2.2.1 Integrated Network Teams** focus on relationships with Primary Care to support people who have relatively stable needs to manage and reduce the risk of acute worsening of their condition. This incorporates multidisciplinary team meetings between Community Services, Primary Care, social care and mental health to identify patients who need proactive support to maintain their health and wellbeing. Access to adult Community Services will be through a single point of access located within the Integrated Network Teams that will respond in a timely manner to patient needs and develop a consistent care plan agreed with the patient.
- 2.2.2.2 Acute and reactive care teams** work across localities to manage patients who have acutely worsening conditions and are at risk of a hospital admission or attendance. These teams will provide a timely response to prevent admission, including rapid response. The teams will have links to Secondary Care and community beds to help patients remain in a community setting and enable prompter discharge from hospital. An integrated care bureau and a falls service sit within this specification.
- 2.2.2.3 Specialist advice and support** has clinical staff knowledgeable about specific conditions such as diabetes and heart failure. There is an expectation that Community Services will strengthen links between Secondary Care specialist knowledge and Primary Care support and ensure patients, carers and professionals within the community are empowered and educated to better understand and manage the specialist clinical condition.
- 2.2.2.4 Locality hubs** are settings that bring organisations together to meet population needs and focus on proactive care and a holistic approach to improve health and wellbeing. These hubs will also support patients to have the investigations and treatments they need closer to home. This specification includes frailty management and the development of future locality hubs to provide services at scale across providers, such as access to mental health services, social care support and Third Sector services. It is expected that Social

Prescribing will be part of this service, using care navigation for patients and carers to access the support they need to keep them healthy and well and align with care navigators being developed in Primary Care Networks to ensure there is alignment and not duplication.

2.2.3 These four service specifications group together services according to the level of need and complexity of patients they support, all designed to help people to stay in the community.

Figure 1: Out of hospital model of care



2.2.4 Schedule 2a contains the detailed Service Specifications.

2.2.5 The adult Community Services Provider is expected to manage all the services it offers to the population in an integrated manner. Services will work together to enable seamless access and provision to the care and support people may need, reducing the number of transfers of care and gaps in care experienced. Concise and timely communication with people using the service and other organisations supporting them is required to enable continuity of care and a better understanding of a person's needs and expected goals. The population must have the same access to services no matter what their needs are or where they live. They will be able to rely upon staff to provide continuity of care through a co-ordinated and personalised service.

2.2.6 It is vital that issues around transport are identified by the Community Services Provider to help tackle social isolation and access to services. This will include developing innovative ways of accessing care and support.

2.2.7 The adult Community Services Provider is required to support self-care and proactive care, with all staff able to support an asset-based approach and work with patients, carers and other organisations in the system to promote independence and wellbeing. Social Prescribing will be a core part of all services, focusing on patients' and carers' ability to access information and services to support themselves.

2.2.8 Primary Care is increasingly working towards seven-day access to care. The Community Services Provider will need to provide seven-day access and work innovatively with Primary Care and other providers across the system to ensure patients and communities are able to access proactive and reactive care.

2.3 Implementation timeline

2.3.1	From the start of the Contract on 1 April 2020, patients and carers must experience, at minimum, the same level of service that they have been receiving with no gaps in provision to their support.
2.3.2	The CCG expects services to be available as per the agreed project plan timeline showing when and how different aspects of the Specifications will be delivered, and any staged transformation approach to ensure consistency and the development of services across the CCG geography. The CCG will performance monitor the Provider's achievement of the agreed implementation timeline as part of regular contract reviews.
2.3.3	The CCG expects to see transformation through new and innovative approaches to managing demand, a focus on population demographics and need over activity monitoring and using the workforce creatively in partnership with other organisations and services to support health, wellbeing and independence for the population.
2.4	Underpinning policies
2.4.1	<p>The CCG requires the Provider to keep up to date with local and national policies and quality requirements. The list below provides examples of documents the CCG expects the Provider to follow when delivering Service Specifications IACS0001, IACS0002, IACS0003 and IACS0004. The Provider is required to incorporate the most up to date versions of these and similar policies and practice when delivering the model of care.</p> <ul style="list-style-type: none"> • Serious Incident Framework - https://www.england.nhs.uk/wp-content/uploads/2015/04/serious-incident-framework-upd.pdf • Never Event Policy - https://www.england.nhs.uk/wp-content/uploads/2015/04/never-events-policy-framework-apr.pdf • Mixed sex accommodation - https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/msa-data/ • Complaints procedures - https://www.england.nhs.uk/wp-content/uploads/2016/07/nhse-complaints-policy-june-2017.pdf • Patient Experience - https://improvement.nhs.uk/resources/patient-experience-improvement-framework/ • Relevant NICE Guidance – the Provider is expected to assess their position with regard to recommendations outlined within clinical guidelines issued by NICE to improve outcomes for people using the NHS and other public health and social care services. Specifically mentioned guidelines in the quality schedule are: <ul style="list-style-type: none"> ○ Sepsis - https://www.nice.org.uk/guidance/ng51 ○ Falls in older people - https://www.nice.org.uk/guidance/qs86 ○ Pressure Injuries - https://www.nice.org.uk/guidance/qs89 ○ Antimicrobial stewardship - https://www.nice.org.uk/guidance/qs121 ○ Healthcare associated infections - https://www.nice.org.uk/guidance/qs113 • Commissioning excellent care and nutrition - https://www.england.nhs.uk/wp-content/uploads/2015/10/nut-hyd-guid.pdf • Safe staffing guidance - https://improvement.nhs.uk/resources/safe-staffing-risk-assessment-tool/ • Mental capacity act - https://www.legislation.gov.uk/ukpga/2005/9/contents • Intercollegiate Safeguarding standards and procedures (separate documents for adults and children and young people) • CQC standards and regulations - https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers • End of Life care <ul style="list-style-type: none"> ○ https://www.nice.org.uk/guidance/qs13 ○ https://www.nice.org.uk/guidance/qs144 • Make every contact count - https://www.makeeverycontactcount.co.uk/ • Learning from death reviews – https://www.england.nhs.uk/wp-content/uploads/2017/03/nqb-national-guidance-learning-from-deaths.pdf • Learning disabilities mortality review - https://www.england.nhs.uk/wp-

[content/uploads/2017/04/LeDeR-prog-secondary-briefing.pdf](#)

- Personal health budgets - <https://www.england.nhs.uk/personal-health-budgets/>
- Stomp and Stamp preventing over medicating

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

1. The CCG's ambition is to move towards a more sophisticated system of recording activity over the course of year one of the Contract and this is a key deliverable as described in Schedule 6B (Data Quality Improvement Plan) for Year 1.
2. For the avoidance of doubt the CCG will be using SC29 of the NHS Standard Contract to manage activity variations in the Contract.
3. An Excel spreadsheet contains Schedule 2B historical activity. This is labelled Appendix 2, but for clarity is an integral part of the Contract and is appended only because it is an Excel spreadsheet and formatting precludes incorporation directly into this document. The spreadsheet provides detail of activity for the 2017/18 financial year unless otherwise stated. This activity information is provided in good faith based on the best information available, but previous activity was delivered based on different specifications.

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

SCHEDULE 2 – THE SERVICES

D. Essential Services

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan

1. This schedule is being used to ensure that the Provider of Adult Community Health Services will be able to continue to deliver services as described in Schedule 2D in the event of Business Continuity plans being enacted
2. The Provider will need to supply an essential services continuity plan for the services listed in Schedule 2D, if applicable.
3. The CCG and the Provider commit to reviewing which services are designated as Commissioner Requested Services (CRS) in the annual contract round, so an agreement is in place for year 2 of the contract

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

1. At minimum, the Provider is expected to participate in the following networks:
 - All working groups within the South West Clinical Network
<http://www.swscn.org.uk/>
 - BNSSG Drugs and Therapeutics committee
 - National Institute for Health Research Clinical Research Network
<https://www.nihr.ac.uk/about-us/how-we-are-managed/managing-centres/crn/>
 - Healthier Together workstreams

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

1. The Provider will be expected to comply with the following commissioner policies:
- Prescribe for adults in accordance with the BNSSG Joint Formulary and other relevant local prescribing guidance. <https://www.bnssgformulary.nhs.uk/>
 - Prescribe for children (who attend urgent care settings) in accordance the BNSSG Paediatric Joint Formulary <https://www.bnssgpaediatricformulary.nhs.uk/>
 - BNSSG CCG Commissioning Policies <https://bnssgccg.nhs.uk/individual-funding-requests-ifr/individual-funding-requests-directory/>
 - Exceptional Funding Requests <https://bnssgccg.nhs.uk/individual-funding-requests-ifr/>
 - Bristol, North Somerset and South Gloucestershire Multi Agency Strategy for the Prevention and Management of Pressure Injuries <https://bnssgccg.nhs.uk/library/bristol-north-somerset-and-south-gloucestershire-multi-agency-strategy-prevention-and-management-pressure-injuries/>
 - BNSSG CCG Urgent Care Strategy <https://bnssgccg.nhs.uk/library/delivering-urgent-emergency-care/>
 - All standards, policies and procedures outlined in Schedule 2A of this Contract

BNSSG CCG expects the Provider to comply with other Local Agreements, Policies and Procedures that are developed over the life of the Contract, and these will be varied into the Contract in accordance with GC13. At times of escalation the Provider is expected to take part in system escalation calls and take appropriate action to support flow throughout the system alongside system partners'

*** i.e. details of and/or web links to local agreement, policy or procedure as at date of Contract. Subsequent changes to those agreements, policies or procedures, or the incorporation of new ones, must be agreed between the Parties.**

SCHEDULE 2 – THE SERVICES

H. Exit Arrangements

SCHEDULE 2 – THE SERVICES

I. Transfer of and Discharge from Care Protocols

1. Discharge Summary to Service User

The Provider must at the time of the Service User's transfer and/or discharge from a community bed give a Discharge Summary to the Service User (and if appropriate to the Legal Guardian of the Service User).

2. Discharge Summary to GP/Referrer

The Provider should issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider within the timescales in clause SC11.

2.1 An annual audit of compliance of all standards within this schedule will be required.

2.2 The Discharge Summary should include the following information, as appropriate:

- Patient identification
- Admission date
- Admission source
- Admission method
- Discharge date
- Sex
- Date of birth
- Marital status
- NHS number
- Presenting symptoms
- Diagnosis (primary and secondary)
- Significant
 - in-hospital investigations
 - treatment
 - radiology with results
- Care, management and complications
- Discharge destination
- Inpatient/outpatient follow-up arrangements including named Consultant or GP
- Consultant on discharge
- Further action recommended for Primary Care Team e.g. Practice Nurse/GP/District Nurse
- Infection control status: C.difficile/MRSA/Norovirus/outstanding results
- Allergies and sensitivities
- Medicines - started/changed/stopped including vaccinations given where applicable, and rationale for this
- Discharge summary and TTO completed by (Name, Bleep or Contact number)
- Does this person have dementia – Y/N?

3. Discharge Letter

Where required (e.g. for the communication of the results of investigations), a Discharge Letter should be issued to the Service User's GP and/or Referrer and to any third party provider, within a timeframe appropriate to further information being provided;

4. Discharge Summary post Minor Injuries Unit (MIU) attendance

Within 24 hours of the Service User attending the MIU, the Provider should issue an MIU Discharge Summary. This should include the following information:

- Patient identification
- Attendance date
- Date of birth

- NHS number
- Presenting complaint
- Investigations, where performed
- Treatments and procedures, where performed
- Medications, where prescribed
- Provisional diagnosis
- Disposition/outcome or follow-up arrangements

5. Specialist Services Clinic / Patient Visit Letter

The Provider must issue the clinic / patient visit letter in accordance with the timeframes documented within the Service Conditions.

5.1 This should include the following:

- Patient identification
- Attendance date
- Discharge date, if relevant
- Date of birth
- NHS number
- Known drug hypersensitivity, if applicable
- Medications prescribed, stopped or changed, as applicable
- Presenting problem
- Diagnosis (including Dementia if applicable)
- Support services arranged, if applicable
- Where applicable, significant risks and warnings to notify GP
- Clinic follow-up, if applicable

6. Definitions

6.1 The following terms are defined within the "definitions and interpretation" section of the Contract:

- Discharge Summary
- Legal Guardian
- Operational Day
- Service User

6.2 In addition, third party provider is defined to mean in this schedule:

- the healthcare provider into whose care the Service User is discharged.

6.3 In addition Provider's Care is defined to mean in this schedule:

- any period during which the Service User is or remains under the clinical care of the Provider

7. Discharge prescribing: medication/medical device supply

On discharge, following an inpatient stay of greater than 48 hours, the Provider shall ensure that patients have sufficient supplies of medication so as not to compromise their ongoing care. The general practice with which the patient is registered should not be expected to issue further prescriptions in the first 14 days following discharge (but see points on compliance aids and short-stay patients below).

7.1 Any dispensing of medication on discharge should follow the rules below

- Regular (repeat) medication (see table)

How many days' supply of a regular medication does the patient have?	Quantity to dispense on discharge
Zero (e.g. medication started during admission or no PODs)	28 day supply
Less than 14	28 day supply

More than 14	Nothing
<ul style="list-style-type: none"> Acute medication - supply a full course of treatment or a 28 day supply (whichever is the shorter). 	
<p>7.2 The points above apply also to dressings, medical devices, and 'borderline substances', including nutritional supplements. Note that there is a local (pan Avon) formulary for dressings, now embedded in the Joint Formulary.</p>	
<p>7.3 The patient (or their carer) will be given the information they require to manage their medication following discharge.</p>	
<p>7.4 If the patient's own drugs (PODs) are with them in hospital then they may form part of the discharge supply if assessed as appropriate by pharmacy staff - PODs should be returned to the patient if appropriate. If a patient has brought their own medication into hospital with them, the patient should be advised as to what medication changes have taken place and their permission should be sought to dispose of any medication that is no longer indicated.</p>	
<p>7.5 The Provider shall not request prescriptions for discharge medication from general practitioners. In exceptional circumstances where this does occur, the provider should inform the commissioner.</p>	
<p>8. Medicines reconciliation</p>	
<p>8.1 To be able to reconcile medicines in a primary care setting post discharge, providers will make best endeavours to provide the following minimum dataset of information available to the General Practice with which the patient is registered, by secure electronic communication which should include:</p>	
<ul style="list-style-type: none"> Complete and accurate patient details i.e. full name, date of birth, NHS number, lead clinician, ward, date of admission, date of discharge The diagnosis of the presenting condition plus co-morbidities Procedures carried out during admission A complete list of all the medicines prescribed for the patient on discharge from hospital (not just those dispensed at the time of discharge) Dose, frequency, and route of all the medicines listed Formulation of all the medicines listed (where possible) Details of medicines stopped and started during the admission, with a clear explanation for doing so The intended duration of treatment for medicines where this is appropriate (e.g. antibiotics, short course corticosteroids, hypnotics) Details of variable dosage regimens (e.g. oral corticosteroids, warfarin, etc.) Known allergies, hypersensitivities and previous drug interactions Any additional patient information provided such as corticosteroid record cards, anticoagulant books, etc. (where possible) Date of last administration of any medication prescribed for administration less frequently than once a day 	
<p>8.2 This information should be clear, unambiguous and legible and should be available to the GP (or other primary care prescriber) as soon as possible.</p>	
<p>8.3 If dressings are provided on discharge it should be stipulated how often these will need to be changed.</p>	
<p>8.4 If nutritional supplements are provided on discharge, and the General Practice with which the patient is registered is expected to make continuing supplies, these should be for a stated ACBS indication (see Drug Tariff), and the MUST score, indication, length of course and review date (for all patients) should be communicated to the patient's GP.</p>	
<p>9 Multi-compartment compliance aids (MCA)</p>	

9.1 Although MCA may be of value to help some patients with problems managing their medicines and maintaining independent healthy living, they are not the best intervention for all patients and many alternative interventions are available. Provision of MCA on discharge should only occur in the following circumstances:

- Patients were already using a MCA when they were admitted, and there is no reason to discontinue its use at the point of discharge
- The provider organisation has deemed it appropriate to supply a MCA on discharge following a documented assessment of the patient's needs

9.2 Provision of MCA on discharge should NOT occur when

- A patient is being discharged into a care setting where their medication will be administered by a nurse
- A patient is able to self-administer their own medication independently without an MCA in the care setting they are being discharged into

9.3 For the avoidance of doubt, there is no requirement to provide an MCA when a patient is being discharged into a care setting in which non-nursing staff will be 'prompting' a patient to self-administer their own medication, unless the provider organisation has deemed that the patient is unable to self-administer their own medication independently without an MCA in the care setting they are being discharged into.

9.5 The provider is not expected to provide a 28 day supply of any medication that has been packed into an MCA. The provider should supply medication that has been packed into an MCA however, and be assured that arrangements have been made for ongoing supplies of medication so as not to compromise the patient's care.

9.6 If the provider is only able to make a 7 day supply of discharge medication in a compliance aid, they must make every effort to satisfy themselves that the practice with which the patient is registered (and the patient's usual community pharmacy) has all the information they need, provided in a timely fashion to ensure continuity of care.

9.7 BNSSG CCG guidance on managing Compliance Aids in Primary Care provides support <https://www.bnssgformulary.nhs.uk/>

10. Specialist Services - Clinic Setting / Patient Visit: Prescribing

10.1 The provider shall ensure that patients receive a supply of any treatment that has been deemed necessary for them by a clinician who has consulted that patient in a clinic or patient visit setting within an appropriate period of time so as not to compromise their care. This will either be by supplying that medication to the patient, or may be by requesting that the patient's GP prescribe it in future.

10.2 Where a patient has an immediate clinical need for medication to be supplied following clinic attendance or patient visit, the Provider must itself supply to the patient an adequate quantity of that medication to last for the period until the patient's GP receives the relevant communication and can prescribe accordingly (Service Condition 11.10). The Provider must send the communication as soon as reasonably practicable and in any event within 10 operational days (Service Condition 11.7). If the 10 operational day requirement is not being delivered the Provider will need to issue medication to last the period until the communication is received by patient's GP.

10.3 Where a patient does not have an immediate clinical need for medication to be supplied following clinic attendance or patient visit, the Provider must explain to the patient that a delay to the start of their treatment is appropriate and tell the patient when their GP can expect to receive the relevant communication and therefore when the GP can be expected to prescribe accordingly.

10.4 The patient (or their carer) should be given the information they require to manage their medication following their clinic appointment or patient visit.

- 10.5** The general practice with which the patient is registered should not be expected to issue a prescription for any treatment that has been deemed necessary for them by a clinician who has consulted that patient in a clinic or patient visit setting where it is clinically urgent.
- 10.6** The general practice with which the patient is registered should not be expected to issue prescriptions following a clinic appointment or patient visit routinely until they have received the relevant communication. They should receive a secure electronic communication from the provider that includes:
- Complete and accurate patient details i.e. full name, date of birth, NHS number, consultant, date of appointment
 - The diagnosis of the presenting condition
 - Procedures carried out
 - A list of the medicines prescribed/recommended for the patient following the consultation
 - Dose, frequency, and route of all the medicines listed
 - Formulation of all the medicines listed (where possible)
 - Details of any medicines stopped with a clear explanation for doing so
 - The intended duration of treatment for medicines where this is appropriate (e.g. antibiotics, short course corticosteroids, hypnotics)
 - Details of variable dosage regimens (e.g. oral corticosteroids, warfarin, etc.)
 - Date of last administration of any medication prescribed for administration less frequently than once a day
 - Known allergies, hypersensitivities and previous drug interactions
 - Any additional patient information provided such as corticosteroid record cards, anticoagulant books, etc. (where possible)
- 10.7** This information should be clear, unambiguous and legible and should be available to the GP (or other primary care prescriber) as soon as possible.
- 10.8** The patient should be advised of when their GP can be expected to have received the relevant communication before requesting (from their General Practice) a prescription for any medication recommended during a clinic visit or patient visit. The patient should be advised to request a prescription rather than to make an appointment unless their practice requests that they do so.
- 10.9** The patient should also be advised who they should contact if their condition worsens.
- 10.10** Where a clinically urgent item is required, the provider shall ensure that this is provided in a timely fashion. If this necessitates that the patient be issued with an FP10 prescription which can be dispensed by a community pharmacy, the patient should receive one.

SCHEDULE 2 – THE SERVICES

J. Safeguarding Policies and Mental Capacity Act Policies

1.	The Provider must adhere to the policies listed here, in delivering the Contract:
1.1	Provider: Sirona Safeguarding Adults Policy Sirona Safeguarding Children Policy Sirona Mental Capacity Act Policy
1.2	Commissioner:
1.2.1	BNSSG CCG Safeguarding Adults and Children Policy: https://bnssgccg.nhs.uk/library/adults-and-childrens-safeguarding-policy/
1.2.2	BNSSG CCG Mental Capacity Act and Deprivation of Liberty Standards Policy: https://bnssgccg.nhs.uk/library/mental-capacity-act-and-deprivation-liberty-safeguards-policy/

SCHEDULE 2 – THE SERVICES

J1. Safeguarding Policies and Mental Capacity Act Policies

Providing care for people with Learning Disabilities and Autism

1. Introduction

- 1.1 This schedule sets out the expectations to the provider regarding the provision of healthcare services for people with learning disabilities and/or autism or both. It should be noted however, that this approach may also be applicable for other people who may find it difficult to access mainstream healthcare services.
- 1.2 The Government published *Valuing People Now* in January 2009. This cross government strategy laid out the vision that all people with a learning disability are people first with the right to lead their lives like any others, with the same opportunities and responsibilities, and to be treated with the same dignity and respect. This vision will continue to inform the commissioning intentions of BNSSG and underpin the basis for the delivery of services for people with a learning disability, autism or both in which care is personalised and based around the needs of the individual and not driven by the diagnosis or presence of a learning disability, autism or both.
- 1.3 Service providers will be expected to have systems and care pathways in place which enable them to meet the NHS learning disability improvement standards published in June 2018 in which care & treatment delivered is based on 4 key standards: Respecting & Protecting Rights; Inclusion & Engagement; Workforce Competence & Capability; and Specialist Disability Services. Progress against these standards will be regularly monitored through a set of key metrics and agreed outcomes to improve the experiences and outcomes for people with a learning disability and/or autism or both.
- 1.4 The first 3 standards should be met by all service providers with the fourth for organisations specifically commissioned to provide services for people with a learning disability and/or autism or both.
- 1.5 In line with the NHS Long Term Plan these improvement standards will apply to every NHS funded service commissioned by BNSSG to ensure greater consistency to how providers protect fundamental rights, deliver specialist care, and work more effectively with individuals with a learning disability, autism or both and their respective families and carers.
- 1.6 In order to deliver better outcomes for people with a learning disability it is critical that person centred approaches are considered the norm to supporting someone with a learning disability and/or autism in a healthcare setting. Staff teams must work in collaboration with wider system partners and service users, their carers and families to ensure a safe, effective and positive experience of care. In order to improve outcomes and ensure greater consistency across the system a set of agreed quality standards will be monitored to ensure services can evidence progression and improvement against the involvement standards and will include:
- Identifying people with a learning disability or mental health problem who access services or receive care provided by the provider. This should be in advance of the appointment or admission and could include 'digital flags' in patient records to signify to staff that someone has a learning disability or autism.
 - Ensuring that the response and provision of service is person centred, makes the appropriate and proportionate changes to the service provision and applies

'reasonable adjustments' in order to support the service user to attend the appointment and have a positive experience of care and where appropriate involves a nominated supporter (family carer, friend, advocate or salaried support worker).

- Meeting specific care needs of people with a learning disability, autism or mental health problem to facilitate equality of access to all services.
- Providing an appropriate response to concerns or complaints in relation to the care of a person with a learning disability, autism or both, which are received by the Provider.
- Reviewing and monitoring any unexpected deaths of people with learning disabilities, in line with the Mazars report recommendations (2015), and the recommendations of CIPOLD (2013).

1.7 This schedule sets out expectations of best practice to ensure a multi-disciplinary and multi-agency approach to ensure effective and consistent provision of services.

2. Definition

2.1 A Learning Disability is described as:

2.2 "A significantly reduced ability to understand new or complex information, to learn new skills (impaired intelligence) along with a reduced ability to cope independently (impaired social functioning) which started before adulthood, with a lasting effect on development" (DH 2001)

2.3 Autism is described as:

2.4 A lifelong developmental disability that affects how a person communicates with, and relates to, other people. It also affects how they make sense of the world around them. (NAS, 2016)

3. Principles⁴⁹

3.1 The NHS Long Plan Term Plan sets out a number of expectations for local health systems to promote wellbeing and tackle a number of health inequalities experienced by people with a learning disability, autism or both, and providers will be expected to demonstrate how they expect to deliver improvements and better outcomes for people with a learning disability and/or autism across 6 key principles identified as critical to delivering improvements to care for people with a learning disability, autism or both. These 6 key principles against which outcomes will be agreed and collected are:

- ✓ Key principle 1 – Person Centred services & support
- ✓ Key principle 2 – Community (Inclusion & access to local services)
- ✓ Key principle 3 – Citizenship: *fairness; equality; dignity and respect*
- ✓ Key Principle 4 – Working in partnership to deliver improved outcomes and promoting wellbeing
- ✓ Key Principle 5 – Workforce competence & capability across the local system
- ✓ Key principle 6 – Ensuring services are high quality, effective and safe

3.2 These key principles acknowledge that fundamentally all people with a learning disability and/or autism or both are individuals first and foremost with an equal right to healthcare as other people. Consequently, all healthcare services should be accessible to people with a learning disability, autism or both and services should

⁴⁹ Getting it right for people with a learning disability 2013. A Charter for Clinical Commissioning Groups.

consider what 'reasonable adjustments' can be applied when necessary to support them when they are unwell (Equality Act 2010).

3.3 The NHS has a mandate to promoting wellbeing, particularly when serving vulnerable and marginalised groups, and improving outcomes for those groups of people who have experienced health inequalities. This quality schedule expects all providers of NHS funded services commissioned by BNSSG to value the lives of people with a learning disability, autism or both and provide a high standard of care and treatment that is in line with the intentions of the NHS Long Term Plan and the reference documents cited in section 6 of this schedule.

3.4 The Healthcare Provider has ownership of certain responsibilities for people with a learning disability. Providers need to ensure that they are represented at a senior level at the Learning Disabilities Partnership Board in their local area and those recommendations and actions from the Learning Disabilities Partnership Board are reported back and progressed within the providers own organisation.

4. Tools to support people with a learning disability in an acute setting

4.1 The designated LD Lead for the Healthcare Provider will ensure that people accessing services with a learning disability will be supported with Easy Read communication tools and have access to the use of a hospital/community passport. Involvement of the person with a learning disability, autism or both in their treatment alongside the family, advocates, carers and specialist nurses are key to ensuring their health needs are met as well as ensuring the Mental Capacity Act and Best Interest process is adhered to.

4.2 The service provider will also ensure 'reasonable adjustments' are applied when necessary to ensure those with a learning disability, autism or both are able to access services and receive high quality care.

5. Data Quality

5.1 Recommendation 1 from the Confidential Inquiry of Premature Deaths of people with Learning disabilities (CIPOLD;2013): Clear identification of people with learning disabilities on the NHS central registration system and in all healthcare record systems.⁵⁰

5.2 By scrutinising data and using appropriate alerts and flagging systems, the provider is expected to:

- Be able to identify anyone with a learning disability on their system using the Patient Administration System & Clinical alerts. Working in partnership with GP surgeries, CLDTs and other local partners to initiate this system through the use of NHS numbers of known individuals who have accessed local health services. This will enable analysis through the MDS of screening and other audits.
- Capture and report how many inpatient and outpatient secondary care attendances were received by people identified by the Provider as having a learning disability under any consultant speciality except the psychiatrist speciality codes F700-F819.
- Acute providers to capture and report how many attendees at Accident and Emergency involved a person with learning disabilities.

⁵⁰ CIPOLD 2013. Confidential inquiry.

- Community providers to capture and report how many attendees at minor Injury units involved a person with learning disabilities if applicable to the service.
- To comply with audit requests from BNSSG CCG, in order to demonstrate compliance with this schedule.

6. Outcomes

This document is underpinned by an aspiration to achieve the following outcomes:

6.1 NHS Outcomes Framework Domain 1: Preventing people from dying prematurely

- 6.1.1. CIPOLD recommendation 7: People with learning disabilities to have access to the same investigations and treatments as anyone else, but acknowledging and accommodating that they may need to be delivered differently to achieve the same outcome.
- 6.1.2. CIPOLD recommendation 9: Adults with learning disabilities to be considered a high-risk group for deaths from respiratory problems.
- 6.1.3. Reducing excess mortality in people with a learning disability or people lacking mental capacity.
- 6.1.4. CIPOLD recommendation 8: Barriers in individuals' access to healthcare to be addressed by proactive referral to specialist learning disability services.

6.2 NHS Outcomes Framework Domain 2: Enhancing quality of life for people with long- term conditions

- 6.2.1. CIPOLD recommendation 15: All decisions that a person with learning disabilities is to receive palliative care should be supported by the framework of the Mental Capacity Act, and the individual should be referred to a specialist palliative care team.
- 6.2.2. CIPOLD recommendation 4: A named healthcare coordinator to be allocated to people with complex or multiple health needs, or two or more long-term conditions.

6.3 NHS Outcomes Framework Domain 3: Helping people to recover from episodes of ill health or following injury

- 6.3.1. CIPOLD recommendation 2: Reasonable adjustments required by, and provided to, individuals, to be audited annually and examples of best practice to be shared across agencies and organisations.

6.4 NHS Outcomes Framework Domain 4: Ensuring that people have a positive experience of care

- 6.4.1. CIPOLD recommendation: to ensure that key communications are available including instructions and letters in easy read.

6.5 NHS Outcomes Framework Domain 5: Treating and caring for people in a safe environment and protecting them from avoidable harm

- 6.5.1. Mental Capacity Act advice to be available 24 hours a day.
- 6.5.2. Mental Capacity Act training and regular updates to be mandatory for staff involved in the delivery of health and social care.

- 6.5.3 CIPOLD recommendation 13: Do not Attempt Cardiopulmonary Resuscitation (DNACPR) Guidelines to be more clearly defined and standardised across England. The Provider DNACPR must reference to the Mental Capacity Act and ensure that circumstances of applying DNACPR to someone who maybe lacking capacity are specified in both emergency and non-emergency situations.
- 6.5.4 The LeDeR program is a world first national program designed to improve the standard and quality of care for people with learning disabilities. The program is one of the 18 recommendations following finding of the CIPOLD, (2013). This process supports local area in and throughout England to review and learn from the deaths of this population group and to support organisations to improve practice and health outcomes.
- All providers must have internal systems in place to submit notification to LeDeR of deaths of service users with Learning Disabilities.
 - All providers must have adequate numbers of trained reviewers to support the delivery of the LeDeR programme.
 - All providers must have representation at the LeDeR Steering group to ensure learning from deaths is shared effectively and recommendations from this learning is embedded across the STPs.

7 Documents to be relied on and helpful resources:

- Heslop P et al. 2013. Confidential Inquiry into premature deaths of people with learning disabilities (CIPOLD). Final Report. www.bristol.ac.uk/cipold
- HM Government 2010. Equality Act
- HM Government. *No Health without Mental Health: A cross-government mental Health Outcomes Strategy for People of All Ages*. Department of Health, 2011.
- HM Government. *No Health without Mental Health: Implementation Framework*. Department of Health. 2012.
- HM Government. *The NHS Outcomes Framework 2012/13*. Department of Health.
- HM Government. 2005. *Mental Capacity Act*.
- HM Government. 2012. *Health and Social Care Act*.
- Mazars, 2015. Independent review of deaths of people with a Learning Disability or Mental Health Problem in contact with Southern Health NHS Foundation Trust).
- Mencap. 2007. Death by Indifference.
- Mencap. 2010. Getting it right Charter. See the person, not the disability.
- <http://www.mencap.org.uk/sites/default/files/documents/2010-06/charter.pdf>
- Mencap. 2013. Getting it right for people with a learning disability. A Charter for Clinical Commissioning Groups.
- http://www.mencap.org.uk/sites/default/files/documents/CCG_Charter_0.pdf
- National Development Team for Inclusion. 2013. *Improving the uptake of screening services by people with learning disabilities across the South West Peninsula. A strategy and Toolkit*. Draft v6. Norah Fry Research Centre.
- OP88 Royal College of Psychiatrists. 2013. *Whole-person care: from rhetoric to reality. Achieving parity between mental and physical health*.

- Valuing People Now: The Delivery Plan 2010-2011 (2010) HM Government
- Supporting people with a learning disability and/or autism who display behaviour that challenges, including those with a mental health condition (2015) NHS England
- <http://www.bristol.ac.uk/sps/leder/>
- National Quality Board (2017) *National guidance on learning from deaths: A framework for NHS trusts and NHS foundation trusts on identifying, reporting, investigating and learning from deaths in care.*
- <https://www.england.nhs.uk/wp-content/uploads/2017/04/LeDeR-prog-secondary-briefing.pdf>
- <https://www.hqip.org.uk/resource/the-learning-disabilities-mortality-review-annual-report-2017/#.XMhANnI8CUk>
- <http://www.bris.ac.uk/sps/leder/notify-a-death/>

SCHEDULE 2 – THE SERVICES

K. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

L. Development Plan for Personalised Care

1.	Background
1.1	A Personal Health Budget (PHB) can be defined as an amount of money identified to support a person's identified health and wellbeing needs, planned and agreed between the person and their local NHS team. PHB'S can be arranged for adults over 18 or for a child or young person in receipt of health funding.
1.2	NHS England ⁵¹ have shared that from April 2019 CCGs must ensure that all individuals living in their own home and who become eligible for CHC funding must have a PHB and from April 2020 all patients who in receipt of CHC funding prior to April 2019 in this group must be converted to a PHB, this excludes fast track patients.
2.	Eligibility
2.1	Eligibility for a PHB is determined by national legislation, along with local health needs, financial constraints and other factors. Within Bristol, North Somerset and South Gloucestershire, we have identified the following groups of people to be eligible to apply for a personal health budget at this time: <ul style="list-style-type: none"> • Children's NHS continuing care (CC), including children with special educational needs and disabilities as part of their Education, Health and Care plans (EHCP) • NHS continuing health care • Joint Funded adults including Mental Health and Learning Disabilities • Those eligible for S117 Mental Health Act Aftercare • Those with complex Learning Disabilities and/or autism, including all those in inpatient care and those living in the community but at risk of being admitted to inpatient care.
3.	Provider requirements
3.1	The provider is required to identify all newly eligible patients in their care according to the above eligibility criteria. After this they are to be offered a detailed conversation by the providers' staff relating to PHBs. This conversation should allow clinicians to explore with the individual and their carers: <ul style="list-style-type: none"> • how care can be supported • what aspects of an individual's care would best be met under a PHB • how a PHB could be arranged. • agree next steps
3.2	This conversation should be documented using agreed assessment paperwork and public facing leaflets which underpin personalised conversations between patients and provider staff.
3.3	It is the responsibility of the provider to ensure that all front line staff are trained to hold these conversations. In addition to this, staff should continue to adhere to current regulatory requirements, such as those of the Nursing and Midwifery Council and the Health Professions Council relating to personalised care.

⁵¹ <https://www.england.nhs.uk/personal-health-budgets/>

4. Working with the CCG

- 4.1** During mobilisation the Provider will work with the commissioner to agree:
- documentation used by Providers for PHB conversations
 - roles and responsibilities between providers and CCG staff e.g. CHC team
 - the detailed reporting requirements for Personal Health Budgets.

5. Reporting requirements

- 5.1** Reporting will be on a quarterly basis, with standard time frames for this being:
- Quarter 1 Report (April-June) data received and reported by the 1st week of August
 - Quarter 2 Report (July-September) data received reported by 1st week of November
 - Quarter 3 Report (October-December) data received and reported by 1st week of February
 - Quarter 4/Year End Report (January-March) data received and reported by 2nd week of May
 - Annual reporting is expected to report work undertaken for the period between 1st April and 31st March, with the report being presented to by the 2nd week in May.

SCHEDULE 3 – PAYMENT

A. Local Prices

1. This is a Block Arrangement for which a Local Price has been agreed.
2. Prices will be adjusted each Contract Year by the the cost uplift and efficiency adjustments applicable to Local Prices published in the National Tariff Payment System for that Contract Year.
3. The reference price for each service line is as set out in the Provider response to the Financial Model Template. Service lines may be terminated in accordance with GC13 and GC17 and the total Price altered accordingly.

SCHEDULE 3 – PAYMENT

B. Local Variations

Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

Not Applicable

SCHEDULE 3 – PAYMENT

D. Emergency Care Rule: Agreed Blended Payment Arrangements

Commissioner	Value of Planned Activity (£)	Blended Payment applies (see footnote 1)	Emergency Care Threshold(s) (see footnote 2)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
[] CCG	[]	NO	Where the Emergency Care Activity Value:	
			<[] % of the Value of Planned Activity	[()]
			>[]% - []% of the Value of Planned Activity	[()]
			>[]% - <100%* of the Value of Planned Activity * (see footnote 3)	(20)
			>100%* - []% of the Value of Planned Activity * (see footnote 4)	20
			>[]% - []% of the Value of Planned Activity	[]
			>[]% of the Value of Planned Activity	[]
Footnotes				
1. See Rule 5, Section 7 National Tariff				
2. See Rules 3c, 3d, 4c, Section 7 National Tariff				
3. May be a figure less than 100 if Parties have agreed a tolerance within which only the Value of Planned Activity will be payable: see Rule 4b, Section 7 National Tariff				
4. May be a figure greater than 100 if Parties have agreed a tolerance within which only the Value of Planned Activity will be payable: see Rule 4b, Section 7 National Tariff				
<i>[INSERT TABLE AS ABOVE FOR EACH ADDITIONAL CCG]</i>				

For those Commissioners to whom Blended Payment does not apply, as identified in the tables above, the National Tariff Payment System guidance envisages that there will need to be, in some cases, a fixed reduction to payment for emergency acute care for 2019/20 only. This will be set at the value of the 2017/18 outturn adjustments for MRET and emergency readmissions, taken from the autumn 2018 data collection from providers and commissioners. The relevant financial adjustments should be set out, as required, in an additional table below, by Commissioner, with the values then being carried forward to Schedule 3F (Expected Annual Contract Values).

SCHEDULE 3 – PAYMENT

E. Intentionally omitted

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

SCHEDULE 3 – PAYMENT

G. Timing and Amounts of Payments in First and/or Final Contract Year

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Local Quality Requirements

A key principal of the quality schedule is to develop outcomes according to local population segment activity metrics e.g.: multiple long term conditions, frailty, end of life. Where indicated and possible the CCG will provide these metrics to enable the Provider to focus on how they will use this data to improve outcomes for the population and develop services.

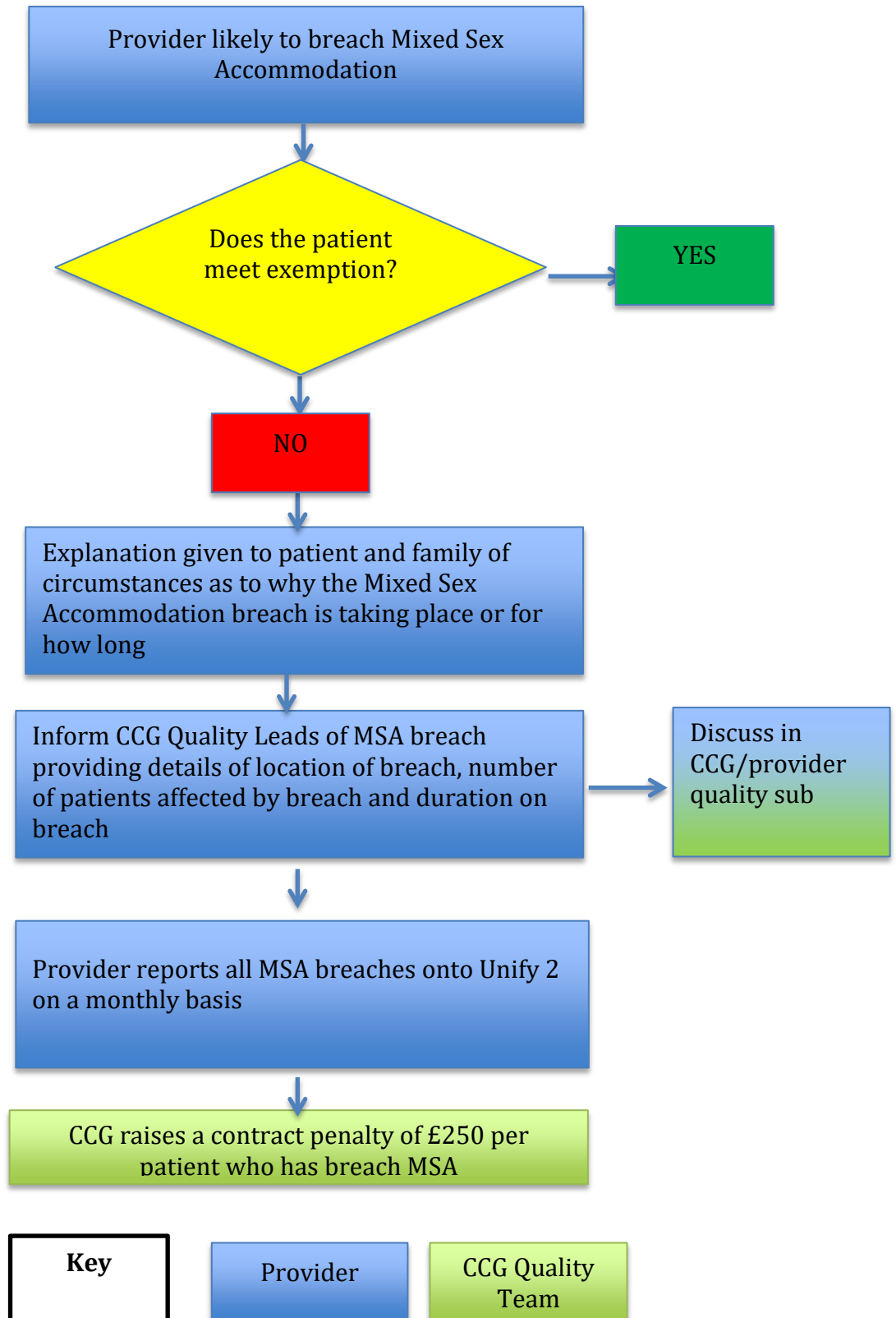
Where reporting times are monthly this data should be submitted by the 20th of a month, with an expectation of moving to the 15th of the month within 6 months and as a maximum by the end of year one.

The reporting times for these indicators, including those described in Annex C, will vary from quarterly to annually. A forward planner of dates will be agreed with the Provider during mobilisation. The CCG would expect there to be a rolling programme of submission dates, rather than everything falling due on the same date, and will agree these dates by 31 October 2019.

Annex A:

Appendix 1

Process for Reporting Mixed Sex Accommodation Breaches



Delivering Same Sex Accommodation 2020/21

1. Background

All providers of NHS funded care are expected to eliminate mixed-sex accommodation (MSA), except where it is in the overall best interest of the patient, in accordance with the definitions set out in the revised guidance released in September 2019. This guidance supersedes previous released guidance.

https://improvement.nhs.uk/documents/6005/Delivering_same_sex_accommodation_sep2019.pdf

NHS funded care providers are to continue to report breaches of same-sex accommodation guidance, with data being made public from January 2011 (i.e. the breach data from December 2010).

2. Recognising breaches of policy

There are some circumstances where mixing can be justified. These are few, and are mainly confined to patients who need highly specialised care, such as that delivered in critical care units. A small number of patients (especially children and young people) will actively choose to share with others of the same age or clinical condition, rather than gender. New guidance is now inclusive of transgender patients and gender variant children. Further detail on the circumstances in which mixing is justified (and therefore does not constitute a breach) is provided in

Annex A of the September 2019 guidance.

Annex B provides new released information to provide clarity around transgender patients and gender variant children.

Annex C answers further questions for clarity in recognising MSA breaches.

3. Breach reporting

National monitoring and reporting of all breaches of sleeping accommodation must be reported. All breaches should be reported locally for every 24-hour period and not per occurrence as is the requirement for the nationally reported breaches, via the Strategic data Collection System (SDCS) as well as reporting to Commissioners.

4. Fines

This renewed focus means that organisations will be held to account for managing beds and facilities to eliminate MSA. NHS England's guidance on the NHS Standard Contract strongly recommends that commissioners consider investing it in a way which will help to rectify (or avoid recurrence of) the breach in question. Hospitals found in breach will be fined £250 per patient affected per day from April 2014.

5. What is a clinical justification?

It may be clinically justified, in some situations, for care to be delivered or urgent treatment to be given irrespective of the availability of same sex accommodation. Inevitably, this is a fine judgement that needs to be made on an individual basis. Rationale for clinical justification should be included within the breach report. All breaches must be reported, even if deemed clinically justified. **Appendix 1 details locally agreed clinical justifications**

WAHT/NBT - In addition, patients spending 4 hours or less on a Surgical or Medical Assessment Unit, until clinically stable to transfer to a cardiac ward, will not be considered a breach.

UHB - In addition, patients spending 4 hours or less on a Surgical or Medical Assessment Unit, ED Observation (A332), patients in the Older Persons Assessment Unit. In exceptional circumstances, and only for a defined period of time, emergency stroke admissions to stroke high care bays are exempt from single sex compliance. During normal working hours 09.00 – 17.00 (seven days per week) the single sex breach must be resolved within six hours. Out of normal working hours the breach must be resolved within 18 hours.

Queens Day Unit during Extreme Escalation:

During normal working hours 07.30 – 20.00 (Monday to Friday) the single sex breach must be resolved within six hours. Out of normal working hours the breach must be resolved within six hours of the start of the working hours or when the first breach may occur during working hours. This reduces the necessity to move patients overnight, but allows for sufficient time to enable the breach to be resolved in working hours. No patient will be moved after 10pm at night to ensure a positive patient experience. Therefore the six hour window for resolution will commence from 06.00 the following day and the patient must be moved within 6 hours.

If the single sex breach is not resolved within the timescales detailed above this is considered a single sex breach and reportable to the Clinical Commissioning Group (CCG).

6. Declaration of compliance by trusts

All acute trusts in the BNSSG CCGs declared compliance with the policy statement published in 2011-12.

BNSSG Locally Agreed Exception to Breach reporting MSA schedule

Operational pressure	Trigger
Declared Major Incident at provider- lead commissioner informed through SI process provider to provide impact operationally	Increased number of beds required in one specialty e.g. respiratory Numbers of beds required beyond the emergency predictor figures for that day
Declared Internal Critical Incident provider to provide copy of Incident and impact operationally	Unpredictable event compromising capacity e.g. fire flood or loss of electricity supply, extreme weather conditions
Declared Major Incident in a neighbouring Trust requiring divert of patients to alternative provider. Provider to provide impact operationally	Increased number of beds required in one specialty e.g. respiratory Numbers of beds required beyond the emergency predictor figures for that day
Delayed Discharges (Weekly Snapshot) * Details of delays and where blocks are i.e. care homes etc	Delayed discharges will not normally be accepted as an exception. However, where circumstances cause a unusual delay and this is agreed by the Commissioner, then this will be accepted as an exception.
Exceptional levels of <u>DAILY</u> emergency admissions * The exception applies to the hospital (BRI, BCH, WAHT and Southmead) with the exceptional level of emergency admissions only.	Reported on Alamac and included on exception calls.
When a major infection control Outbreak is declared as per Trust Policy requiring cohort of patients in bays lead commissioner informed through SI process provider to provide impact operationally	Declared by Infection control team 10% of bed stock closed per hospital site

<p>When there is an exceptional circumstances of community outbreaks e.g. Pandemic flu requiring cohort of patients in bays - this would come under outbreak as above or exceptional levels of daily emergency admissions or delayed discharges</p>	<p>Declared by the Director of Infection Prevention and Control</p>
<p>Emergency admissions for endoscopy (including emergency bronchoscopy), cardiac catheters or other procedures normally carried out in single sex accommodation</p>	<p>Emergency Inpatients requiring urgent access to procedures based on clinical need</p>

Annex B: HCAI Quality Requirements Summary

This Annex will be updated in the light of further discussions between the CCG and Sirona (through the HCAI working group) in the context of the new national measures being introduced.

HCAI Quality Requirements Summary 2020/21 V1

1. Quality requirement	Threshold (per year)	Method of measurement	Consequence of breach	Reporting frequency
<p>1.1 Code of Practice Implementation of the DOH Code of Practice on the Prevention & Control of Infections and related Guidance (revised 2015).</p>	Compliant/ non-compliant plus milestones	Implementation plan and audit of the elements	As per schedule 9.	Quarterly to the Contract Quality Group
<p>The Code of Practice applies to all Providers of Healthcare and Adult Social Care</p> <ol style="list-style-type: none"> 1. Systems to manage and monitor the prevention and control of infection. These systems use risk assessments and consider the susceptibility of service users and any risks that their environment and other users may pose to them. 2. Provide and maintain a clean and appropriate environment in managed premises that facilitates the prevention and control of infections. 3. Ensure appropriate antimicrobial use to optimise patient outcomes and to reduce the risk of adverse events and antimicrobial resistance. 4. Provide suitable accurate information on infections to service users, their visitors and any person concerned with providing further support or nursing/ medical care in a timely fashion. 5. Ensure prompt identification of people who have or are at risk of developing an infection so that they receive timely and appropriate treatment to reduce the risk of transmitting infection to other people. 6. Systems to ensure that all care workers (including contractors and volunteers) are aware of and discharge their responsibilities in the process of preventing and controlling infection. 7. Provide or secure adequate isolation facilities. 8. Secure adequate access to laboratory support as appropriate. 9. Have and adhere to policies, designed for the individual's care and provider organisations that will help to prevent and control infections. 				

10. Providers have a system in place to manage the occupational health needs and obligations of staff in relation to infection.				
1.2 Ward/Service Culture Evidence of Board to ward /service culture : <ul style="list-style-type: none"> • Establish a clear vision • Provide effective leadership • Ensure competence and measure compliance • Communicate clear accountability (and escalation policies) • Learn from others, both inside the organisation as well as outside of it 		Board monthly KPIs	Local Improvement Plan (with agreed trajectory / tailored timeframe for completion)	Providers infection Prevention and control Board report includes evidence of this (via Trust Integrated Performance report)
1.3 Policy & procedures Provider to will be able to evidence that infection control policies and procedures are: <ol style="list-style-type: none"> a) Evidenced based b) Regularly reviewed c) Updated d) In Date e) Accessible to staff. 		Provider Policies/procedures.	Local Improvement Plan (with agreed trajectory / tailored timeframe for completion)	Ad hoc via visits/ planned assurance visits 6 month assurance report noting exceptions. Sight of IPC/HCAI Policy
2. Health Care Acquired Infections (HCAI) Quality Requirements				
2.1 Methicillin-resistant Staphylococcus aureus (MRSA) bacteraemia Number of avoidable bacteraemia infections attributed to provider. Monthly reporting of cases. Post Infection Review to be undertaken for	Zero avoidable cases attributed to provider PIR completion	Monthly review of cases attributed to provider on Public Health England DCS Number of	As per contract schedule 4B and National requirements	Monthly numbers via provider IPR Monthly screening compliance Monthly audit of target

<p>each (PIR)</p> <p>Decolonisation arrangements for MRSA - evidence of compliance with Trust/ Provider policies.</p> <p>Acute Focused Screening of elective patients (who are being admitted) at the Pre-Operative assessment Clinic for MRSA.</p> <p>Screening of all high risk patients as described in national guidance/local policies.</p> <p>Community Screening for MRSA colonisation for all patients in an inpatient /rehabilitation facility.</p> <p><i>Guidance:</i> <i>Department of Health (2014) Implementation of modified admission MRSA screening guidance for NHS</i></p>	<p>95% for BNSSG patients who attend pre-op assessment (focused screening). 95%</p> <p>95%</p>	<p>infections in period. Reported in the Clinical Quality Performance Report and reviewed as part of the Clinical Quality Review contract monitoring processes.</p> <p>Audit of target measures</p>	<p>Breach leads to request for implementation of an improvement plan if plan is not achieved, then commissioners reserve the right to treat this as a material breach of contracted quality standards and pursue the contractual contract management process, however no further financial penalties will be associated with this, given the national penalties in Schedule 4B. The Provider and the Commissioner will work together to jointly agree a robust action plan.</p>	<p>measures</p> <p>Adhoc: PIR overview</p> <p>Adhoc: Action plan for improvement</p> <p>6 month exception report for Acute and Community providers.</p>
<p>2.2 Clostridium difficile (CDI) Aim to reduce cases by 10%, Acute Providers NBT</p>	<p>CDI limits for acute organisations (and CCGs) for 2020/21 will be announced</p>	<p>Monthly review of cases attributed to provider on Public</p>	<p>As per contract schedule 4B and National</p>	<p>Monthly numbers via provider IPR.</p> <p>Adhoc: Improvement Plan</p>

<p>UHB WAHT Community Providers</p> <p>No threshold targets for community providers. Community providers participate and collaborate with Acute providers in post infection reviews where the provider has been involved in providing care prior to the infection.</p> <p>All providers will participate and collaborate in post infection reviews</p> <p><i>Changes to the CDI reporting algorithm came into force in 2019/20 reduces the number of days to identify hospital onset healthcare associated cases from ≥3 to ≥2 days following admission</i></p>	<p>following national guidance and will continue to deliver realistic improvement objectives</p> <p>2019/20 thresholds noted to be: NBT: 42 UHB: 44 WAHT: 17 CCG: 201</p>	<p>Health England DCS</p> <p>Number of infections in period. Reported in the Clinical Quality Performance Report and reviewed as part of the Clinical Quality Review contract monitoring processes.</p> <p>Evidenced in post infection reviews and discussed through HCAI group and Contract review meetings</p>	<p>requirements</p>	<p>review</p> <p>Adhoc: PIR overview</p> <p>6 month exception report for Acute and Community providers.</p>
<p>2.3 Escherichia coli (E. Coli) bloodstream infections</p> <p>Bloodstream infections apportioned to provider</p> <p><u>The NHS ambition target</u> <i>The E.coli blood stream infection quality premium for 2017 – 19 sought to reduce cases by 10%, 15% and 20 %. (Baseline – Jan –</i></p>	<p>Expected target - 10% reduction for 2020/21.</p> <p>Baseline – year end provider attributed cases as at 31/03/2020.</p>	<p>Monthly review of cases attributed to provider on Public Health England DCS</p> <p>Number of infections in period. Reported in the</p>	<p>As per schedule 9 and National requirements</p> <p>Where increasing trends are identified, the Provider and Commissioner will agree evidence-</p>	<p>Monthly numbers via provider IPR.</p> <p>Adhoc: Review of trends and development of Improvement Plan.</p>

<p><i>Dec 2016 data).</i></p>		<p>Clinical Quality Performance Report and reviewed as part of the Clinical Quality Review contract monitoring processes.</p>	<p>based actions required to reverse the trend.</p> <p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion</p>	
<p>2.4 Urinary Catheter All providers Evidence of compliance with urinary catheter insertion standards and auditing of compliance. - Audit of compliance</p> <p>Acute Providers All acute providers will ensure that all patients discharged with a urinary catheter have a BNSSG catheter passport that is completed at the point of discharge. - Number of patients discharged with a catheter in place - Number with completed catheter passports</p> <p>Community Providers Community providers to ensure that BNSSG catheter passport is issued/completed at the point of each insertion of a catheter and is</p>	<p>85% of agreed sample size determined at provider review meeting</p> <p>#</p> <p>#</p>	<p>Local process to measure compliance with urinary catheter standards.</p> <p>Audit process to demonstrate completion of the passport and to include evidence that there is a continuing indication of clinical need for and that Trial without catheter (TWOC) has been reviewed</p>	<p>Target is breached when there is 3 rolling months failure to achieve target. Breach leads to request for implementation of an improvement plan, if plan is not achieved, then commissioners reserve the right to treat this as a material breach of contracted quality standards and pursue the contractual contract management process however no financial</p>	<p>Monthly measures captured and reported quarterly.</p> <p>Quarterly audit results.</p> <p>Adhoc: Enhanced reporting To be agreed with providers</p>

<p>updated at the point of ongoing care</p> <ul style="list-style-type: none"> - Number of patients on the caseload with a catheter in place - Number with completed catheter passports provided. <p>(Standards determined by national guidance and/or local policy).</p>	<p>#</p> <p>#</p>		<p>penalties will be associated with this.</p>	
<p>2.5 Methicillin-sensitive Staphylococcus aureus (MSSA) 2018/19 MSSA bacteraemia apportioned to provider limits were as follows to aim on reduce cases by 10%,:</p> <p>UH Bristol = 28, NBT = 26 WAHT 5. (Add in 2019/20 results)</p> <p><u>Community Providers</u> No threshold targets for community providers</p>	<p>2020/21 thresholds to be advised.</p>	<p>Monthly review of cases logged on Public Health England DCS</p> <p>Number of infections in period. Reported in the Clinical Quality Performance Report and reviewed as part of the Clinical Quality Review contract monitoring processes.</p> <p>Audit of target measures</p>	<p>As described in this schedule and as per National requirements</p> <p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion</p>	<p>Monthly numbers via provider IPR.</p> <p>6 month assurance report noting exceptions. Report</p> <p>Adhoc: Improvement Plan review</p>

<p>2.6 Klebsiella spp. NEW Number of bacteraemia apportioned to provider</p>	<p>2020/21 thresholds to be advised.</p>	<p>Monthly review of cases logged on Public Health England DCS</p>	<p>As described in this schedule and as per National requirements</p>	<p>Monthly numbers via provider IPR.</p>
<p>2.7 Pseudomonas aeruginosa NEW Number of bacteraemia apportioned to provider</p>	<p>2020/21 thresholds to be advised.</p>	<p>Monthly review of cases logged on Public Health England DCS</p>	<p>As described in this schedule and as per National requirements</p>	<p>Monthly numbers via provider IPR.</p>
<p>3. Local and National Reporting</p>				
<p>3.1 RCA and PIR submission All Providers Agreement as per the HCAI working group to adopt a single RCA/PIR tool across all acute providers, based on national guidance to include:</p> <ul style="list-style-type: none"> • Clinician review, • Antibiotics pre-admission • Screening if appropriate • Audit results related to month of incident and month before. • Mandatory training data. <p>The review should include whether a lapse in care has been identified and whether lapses of care are contributory or no-contributory to the case under review.</p> <p>All Providers</p>	<p>RCA (where required) to be submitted within 60 working day time frame. Wherever possible, RCAs should be completed significantly more quickly.</p> <p>HCAIs that are rated as serious incidents to follow the Serious incident reporting and completion timescales</p>	<p>Reported in the Clinical Quality Performance Report and reviewed as part of the Clinical Quality Review contract monitoring processes.</p>	<p>Breach defined as failure to notify within national timescales.</p> <p>Breach leads to request for implementation of an improvement plan, if plan is not achieved, then commissioners reserve the right to treat this as a material breach of contracted quality standards and pursue the contractual contract management</p>	<p>Adhoc: Reported as incident occurs</p> <p>Adhoc: Improvement Plan review</p>

<p>Providers will work collaboratively to complete reviews where patients have been receiving care from different providers prior to the infection The process and outcome should be reported to commissioner</p>			<p>process; however no financial penalties will be associated with this. The Provider and the Commissioner will work together to jointly agree a robust action plan.</p>	
<p>3.2 Re-admittance All Providers Patients readmitted with surgical site infection within 30 days of operation</p>		<p>Mandatory surveillance (categories as reported by participating hospital)</p>	<p>Where there are adverse trends, the Provider and the Commissioner will work together to jointly agree a robust action plan</p>	<p>Monthly cases/ Quarterly trend data via Quality Sub Group.</p>
<p>3.3 Hospital/ Provider Mortality All Providers Where the patient has been in an in-patient facility and HCAI was a contributory factor and noted on the death certificate an RCA process will be undertaken in line with the Serious Incident (SI) Process. MRSA/CDI Root Cause Analysis (RCA) should: <ul style="list-style-type: none"> Identify whether the patient died within 30 days of the MRSA bacteraemia or </p>	<p>Based on local determination As per SI National reporting requirements</p>	<p>MRSA/C.Diff Root Cause Analysis will be shared with the Commissioner. Process to be agreed.</p>	<p>Each serious incident report will be separately assessed and the provider will provide assurance to the CCG that recommendations /actions have been completed/embedded</p>	<p>Ad Hoc Reporting The annual HCAI report should state the number of patient deaths where CDI has been confirmed, through the RCA process, to have been a significant factor in the death.</p>

<p>CDI diagnosis.</p> <ul style="list-style-type: none"> Record if MRSA/CDI appears on the death certificate (which part). Provide details of all conditions listed on the death certificate 				
<p>3.4 HCAI Provider Compliance. All Providers Whilst the CCG and healthcare providers recognise the overarching code of practice for the prevention and Control of Healthcare Associated Infections (2015).</p> <p>It is recognised that the High Impact Interventions (HII) 2017 provide a means of assurance and therefore apply to the following key procedures(note some providers may use an alternative evidence based tool i.e.IPS):</p> <p>Audit tools are available from the HII and audits are only required where patients are in receipt of specific care as detailed below:-</p> <ol style="list-style-type: none"> Ventilator Care. Peripheral Vascular Devices. Central venous Access Devices. Surgical Site Infection. Urinary Catheter Care. 	<p>95% as per patient safety initiative aiming for 100% compliance</p>	<p>Audits Standards and escalation procedures to be agreed locally</p>	<p>Target is breached when there is 3 rolling months failure to achieve target. Breach leads to request for implementation of an improvement plan, if plan is not achieved, then commissioners reserve the right to treat this as a material breach of contracted quality standards and pursue the contractual contract management process The Provider and the Commissioner will work together to jointly agree a robust action plan. Failure to</p>	<p>6 monthly exception report</p> <p>Adhoc: Improvement Plan review</p>

			implement the action plan will result in the introduction of local penalties for HCAI targets	
<p>3.5 Environmental cleaning All Providers The provider will have in place cleaning schedules which describe the expected processes and standard.</p> <p>Environmental cleaning audits will demonstrate a local compliance against thresholds</p>	<p>Audit sample and frequency to be agreed.in line with national guidance (e.g. C4C national cleanliness guidance)</p> <p>95%</p>	<p>Monthly audit</p>	<p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion)</p>	<p>Quarterly reporting of audits.</p> <p>6 monthly exception report.</p> <p>Adhoc: Local Improvement Plan</p>
<p>3.6 Cleaning and Decontamination of Clinical Equipment. All Providers Evidence that equipment cleaning and decontamination policy and processes are in place.</p>	<p>95%</p>	<p>Monthly audit</p>	<p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion)</p>	<p>Quarterly reporting of audits.</p> <p>6 monthly exception report.</p> <p>Adhoc: Local Improvement Plan</p>
<p>3.7 Hand Hygiene All Providers Evidence that staff in all clinical areas or where clinical care is being provided are compliant at Hand Hygiene</p>	<p>95%</p>	<p>Monthly audit</p>	<p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion)</p>	<p>Quarterly reporting of audits.</p> <p>6 monthly exception report.</p> <p>Adhoc: Local Improvement Plan</p>

4. Training				
<p>Staff Training All Providers Evidence that all clinical staff have received infection control training (Gram negative BSI including E.coli should now be included in mandatory training).</p> <p>Compliance measured by safety thermometer, hand hygiene audits, cleanliness audits. Mandatory surveillance reports Post Infection Reviews</p>	<p>90%</p>	<p>Attendance at training monitored monthly and included in Board report.</p>	<p>Target is breached when there is 3 rolling months failure to achieve target. Breach leads to request for implementation of an improvement plan, if plan is not achieved, then commissioners reserve the right to treat this as a material breach of contracted quality standards and pursue the contractual contract management process however no financial penalties will be associated with this.</p> <p>The Provider and the Commissioner will work together to jointly agree a robust action plan.</p>	<p>Monitored monthly via IPR/ICQPM RCA/PIR documents</p>

5. Partnership Working				
<p>All Providers Representing the organisation at a whole health community HCAI quarterly meeting.</p> <p>The provider will work collaboratively with providers across BNSSG to reduce the incidence of MRSA, C.difficile, Gram negative blood stream infections (GNBSI) including E.coli and participate in the post infection review process of all cases across BNSSG where they are/have been involved in the patients care.</p>	<p>To attend/dial in to all meetings, this may include a nominated representative.</p> <p>Additionally, providers will be asked to attend/contribute to task and finish groups, which will be both subject and time specific.</p>	<p>Meeting agenda, minutes & action plan</p>	<p>Target is breached when representative for the organisation has not attended more than 1 meeting in a year. Breach leads to request for improved attendance.</p> <p>If attendance does not improve Local Improvement Plan (with agreed trajectory / tailored timeframe for completion</p>	<p>Quarterly Meeting attendance</p>
6. Seasonal Risk				
<p>6.1 Flu Vaccination Programme All Providers Seasonal Influenza Frontline Healthcare workers' vaccination in line with national guidance.</p>	<p>90% of all frontline clinical staff</p>	<p>Data collection by providers</p>	<p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion</p>	<p>Weekly/monthly.</p> <p>Reporting is required weekly during the vaccination period. (Oct – Feb) It is recognised that weekly data is subject to</p>

				validation. Comment check national guidance
<p>6.2 Bed Closure All Providers Where a provider closes beds, ward or unit due to infection control reasons, e.g. Influenza, Norovirus the CCG will receive daily updates.</p>	All incidences	Alamac – daily reporting tool.	Local Improvement Plan (with agreed trajectory / tailored timeframe for completion	Alamac – daily reporting tool
7. Appropriate Anti-Microbial Use				
<p>Improving Safety in Medicines Management Please refer to main Quality Schedule</p>				
8. Patient Experience				
<p>Using the NHS Adult Inpatient Survey</p> <p>Q16 In your opinion, how clean was the hospital room or ward that you were in?</p> <p>Q17 Did you get enough help from staff to wash or keep yourself clean?</p> <p>(Aim to achieve rating of better or about the same in both metrics.)</p> <p>Where the provider has an inpatient bed base, but does not participate in the National NHS Inpatient Survey, there is an expectation that providers will include the above questions in</p>	<p>Complete – Yes/NO</p> <p>Threshold set related to survey results</p>	<p>Trust based survey – methodology and sample size to be agreed. Reported in the clinical quality performance report and reviewed as part of the clinical quality review contract monitoring processes</p>	<p>Local Improvement Plan (with agreed trajectory / tailored timeframe for completion</p>	<p>Annual</p>

their local survey.				
9. New Build/New Services				
<p>Infection prevention and Control risks for existing services, new services and new builds to be incorporated into corporate risk assessment.</p> <p>All new buildings and significant service development to be formally risk assessed for HCAI/IPC components.</p>	<p>Quarterly register of Infection Prevention and control risk assessments undertaken.</p> <p>Risk score over 15 logged on Corporate risk register</p>		<p>Provider to effectively manage assessed risks.</p>	<p>By exception.</p>

Reporting to: -Provider Quality Review Meetings / IQPMG -CCG Medicines Management Steering Group, BNSSG IPC HCAI Group Meetings.

Annex C: Safeguarding Quality Schedule 2020/21

Safeguarding Quality Schedule 2020/21

The reporting times for these indicators will vary from Quarterly and Annual. The standard quarterly reporting time frames are:

- Quarter 1 data report (April-June) received and reported by 1st week of August
- Quarter 2 data report (July-September) received reported by 1st week of November
- Quarter 3 data report (October-December) received and reported by 1st week of February
- Quarter 4 data report (January-March) received and reported by 1st week of May
- Annual report is expected to report work undertaken for the period between 1st April and 31st March, with the report being presented by the end of the following August.

*** Please note that only providers of healthcare to Looked After Children are required to complete sections 19-22**

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
1	<p>There is an annual safeguarding report, illustrating compliance with the following:</p> <ul style="list-style-type: none"> • There is a board level executive director who holds accountability within the provider for safeguarding and reports issues to the board as appropriate. • The provider employs named professionals to provide expertise for both adult and child safeguarding. • The provider has a recruitment policy which includes safeguarding requirements and is relevant to volunteers (paid or unpaid), charity fund raisers or celebrities and that third party contractors are required to be compliant with this policy. • The provider has a policy in place for the management of visits by celebrities, VIPs and other official visits. The necessary protocols may be included within broader policy documents, such as safeguarding policies. • The provider has a policy for managing allegations of abuse made against their staff. The policy will be in line with the Local Safeguarding Adult and Safeguarding arrangements where relevant and reviewed in line with the provider's policies, or at a minimum following any major legislative change. This may be incorporated within wider policies, such as safeguarding policies. 	<p>Name of board level executive director is provided, with job description and organisational structure.</p> <p>Names of safeguarding leads are provided, with job descriptions and organisational structure.</p> <p>Copy of provider's safer recruitment policy is provided.</p> <p>Policies, procedures or guidance documents pertaining to visits from celebrities, VIPs and other official visitors are in place.</p> <p>Evidence of relevant policy is provided by the provider.</p> <p>Modern Slavery strategy will be</p>		Annual

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
	<ul style="list-style-type: none"> The provider has a strategy for the identification and support of people experiencing or at risk of modern slavery. This may be outlined in the annual report or included within other available policies. The provider has a training strategy/ matrix for safeguarding which identifies the level of competencies required for all posts. Strategy will cover children and adult safeguarding and will include the Mental Capacity Act (MCA), Deprivation of Liberty Safeguards (DoLs) and Prevent. Training strategy should ensure that staff are appropriately trained to recognise and identify children or adults who may be affected by abuse and/or neglect. The provider has an annual safeguarding work plan which reflects the LSAB/Safeguarding arrangements' business plans. This will include an annual safeguarding audit plan. Where appropriate, the provider has engaged with the FGMIS data entry/ FGM enhanced dataset to NHS E. 	<p>available for review.</p> <p>Training strategy/matrix will be available for review within annual report.</p> <p>Copy of safeguarding work plan, to include annual audit plan, is available within annual report.</p> <p>Required data is provided to NHS E/I.</p>		
2	<p>Safeguarding Children Training will be delivered or provided, ranging from level one to level four as is commensurate with the nature of the role as reflected in the intercollegiate document.</p>	<p>The total number and percentages to date of staff requiring and completing training for level 1,2,3 and 4 competencies to be provided.</p>	<p>85% for each level from 1-4 (to be reported separately) RAG rating will be used - green 85%+, amber 75% -84%, red below 75%</p>	<p>Monthly data reported Quarterly</p>

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
3	<p>Safeguarding Adults Training will be delivered or provided, ranging from level one to level four as is commensurate with the nature of the role as reflected in the intercollegiate document.</p> <p>Training will ensure that staff are appropriately trained to recognise and identify adults who may be affected by abuse and/or neglect.</p>	<p>The total number and percentages to date of staff requiring and completing training for level 1,2,3 and 4 competencies to be provided.</p>	<p>85% for each level from 1-4 (to be reported separately) RAG rating will be used - green 85%+, amber 75% -84%, red below 75%</p>	<p>Monthly data reported Quarterly</p>
4	<p>Safeguarding training is delivered which ensures staff are appropriately competent in applying the Mental Capacity Act (MCA) for service users age 16 and above and Deprivation of Liberty Safeguards (DoLS) at a level commensurate with their role and in accordance with both intercollegiate document competences.</p>	<p>Safeguarding training is provided which includes appropriate competencies in MCA and DoLS or there is evidence of separate training.</p>	<p>85% compliance with MCA/DOLS training for relevant staff. RAG rating will be used - green 85%+, amber 75% -84%, red below 75%</p>	<p>Monthly data reported Quarterly</p>

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
5	Providers will ensure that staff are appropriately trained to recognise and identify potential signs of children and / or adults who may be affected by radicalisation, through the provision of PREVENT/ WRAP training.	Staff have been trained in PREVENT/WRAP following NHS England and Home Office guidance.	85% compliance with PREVENT/WRAP Training. RAG rating will be used - green 85%+, amber 75% -84%, red below 75% This may be captured via the NHS England Quarterly return.	Monthly data reported Quarterly
6	Providers will ensure all safeguarding related allegations against their staff are appropriately reported in line with the Local Safeguarding Adult and Safeguarding Children arrangements' policy.	<p>The number of allegations made in each category will be provided as follows:</p> <ul style="list-style-type: none"> - The number of allegations regarding staff working with children reported to the Local Authority Designated Officer (LADO). - The number of allegations regarding staff working with adults at risk reported to the Local 	<p>100% of safeguarding allegations against staff working with children reported to the Local LADO.</p> <p>100% of allegations against staff</p>	Monthly data reported Quarterly

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
		<p>Authority.</p> <p>- BNSSG CCG to be notified of the outcomes of any investigations inclusive of LeDeR.</p>	<p>working with adults to be reported to the Local Authority.</p>	
7	<p>The provider has a Safeguarding governance forum that meets on a regular basis and has arrangements to escalate issues where required. BNSSG CCG representative to be invited to attend the forum.</p>	<p>Reports demonstrating activity of Safeguarding Committee, minutes of meetings and evidence of escalation where required.</p>		<p>Quarterly</p>
8	<p>The provider has engaged in internal and multi-agency safeguarding audits. To include audits conducted or requested by BNSSG CCG and the safeguarding boards.</p>	<p>Audit reports and action plans are provided in response to audit findings. Evidence is provided which demonstrates that changes have been embedded in practice.</p>	<p>A minimum of x2 audits related to adults and x2 audits related to children per year.</p>	<p>Quarterly update</p>
9	<p>The provider ensures regular attendance at Local Safeguarding Adult and Safeguarding children arrangements Boards by senior staff with the necessary organisational authority to make decisions.</p> <p>Associated Safeguarding Board sub-groups and task and finish groups are also attended as required by appropriate staff members.</p> <p>Providers may agree to collaborate in meeting the above responsibilities. This would need to be agreed with each board.</p>	<p>Appropriate staff members will attend the required board meetings. Safeguarding Board minutes and sub group minutes demonstrate active engagement.</p>	<p>75% attendance at both the Local Safeguarding Adult and Safeguarding arrangements</p>	<p>Annual</p>

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
10	The provider has responded to safeguarding recommendations contained in reports from external inspections (CQC/Ofsted) and external reviews by auditors.	Action plans are provided in response to recommendations from external inspections. Evidence is provided that demonstrates that changes have been embedded in practice.		Quarterly
11	Where there are concerns around child protection, or a need for Early Help, the provider will follow the referral pathway in their area.	<p>Number of early help referrals made to children’s social care to be provided.</p> <p>Number of child protection referrals made to children’s social care to be provided. Of the above child protection referrals:</p> <ul style="list-style-type: none"> • Number closed by the Local Authority with no further action to be provided. • Number whereby no feedback was received from the Local Authority to be provided. 		Quarterly
12	The provider monitors the number of child safeguarding concerns raised to internal safeguarding teams and the proportion of these which result in a referral to Children’s Social Care (CSC).	Number of internal concerns raised is provided.		Quarterly

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
		<p>Percentage of the above figure resulting in referrals to CSC is provided.</p> <p>A narrative report may be helpful to provide context for these figures.</p>		
13	<p>The provider monitors the total number of safeguarding adults referrals made to the local authority.</p>	<p>Provider submits the total number of safeguarding adult referrals made to the Local Authority.</p>		<p>Quarterly</p>
14	<p>The provider has initiated or engaged in Rapid Reviews (RR's), Safeguarding Practice Reviews (SPR's), Safeguarding Adult Reviews (SARS), Mental Health Homicide Reviews (MHHR's) or Domestic Homicide Reviews (DHR's), where appropriate.</p> <p>Each provider will complete an internal review of practice and action plans will be developed. The provider will submit any other evidence when required, that demonstrates that changes have been embedded in practice. This is for the assurance of BNSSG CCG and will contribute to the wider multi-agency review.</p> <p>This process must be followed in all cases whereby the patient lives in the BNSSG area. In out of area cases, BNSSG need only be notified.</p>	<p>Report and action plan to be completed within 60 days – reflecting the Serious Incident process.</p>	<p>100% engagement in SPR, DHR, SAR</p>	<p>Summary report will be provided by provider within 8 weeks after SPR/DHR/SAR has been commissioned. The report will detail the provider's learning and recommendations.</p>

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
	The Primary care team will have a system in place to review and action all notifications.			
18	The provider has a clear statement of their commitment to their safeguarding responsibilities which is easily accessible to the public.	Clear statement of the provider's commitment to their safeguarding responsibilities is evident. Examples may include sections within websites, posters, leaflets, information on visual display units in patient waiting areas.		Annual
Looked After Children				
19	Providers of Looked After Children (LAC) health services will produce an annual audit plan incorporating quality assurance of health assessments. <i>(Not applicable to Community providers who do not have care for children in their contract)</i>	Copy of audit plan will be provided.	A minimum of 2 audits	Annual (in Q4 data report)
20	Providers of LAC health service to monitor numbers and percentages of LAC receiving immunisations, dental checks and mental health services.	Numeric data and percentages receiving immunisations, dental checks and 'Strengths and Difficulties Questionnaire' will be provided.	For monitoring only	Annual (in Q4 data report)
21	Providers of LAC health services will monitor numbers of health passports provided to care leavers.	Figures for number of health passports issued to care leavers to be provided.	50% green 50%+, amber 40% -	Annual (in Q4 data report)

	Description of Quality Requirement	Method of Measurement (where applicable)	Target	Frequency of Review
			49%, red below 40%	
22	Providers of LAC health services must adhere to the requirements of the statutory framework for completion of Initial and Review Health Assessments	Health reviews will be carried out as set out in the agreed reporting schedule. Numeric and percentage of completed assessments will be provided.	90% compliance with both initial and Review Health Assessments (to be reported separately) RAG rating will be used - green 90%+, amber 75% -89%, red below 75%	Quarterly

SCHEDULE 4 – QUALITY REQUIREMENTS

B. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

1.	The CQUIN indicators for the Contract will be defined by the planning guidance issued for the relevant Contract Year and will apply from 1 April 2020. No CQUIN scheme will be relevant to 2020/21 prior to Service Commencement. A contract variation incorporating CQUIN indicators will be issued when the 2020/21 NHS Standard Contract is published.
2.	The CQUIN scheme and its value will be derived in each financial year of the Contract, subject to the continuation of the national scheme requirements and its guidance.
<p>National CQUINS https://www.england.nhs.uk/nhs-standard-contract/cquin/released. Discussions related to the scope will commence late February 2020.</p> <p>National CQUINS community:</p> <p>Assessment, diagnosis and treatment of lower leg wounds</p> <p>Malnutrition screening</p> <p>Assessment and documentation of pressure ulcer risk – discussion with National CQUIN lead to continue implementation of personal prevention plans.</p> <p>Staff flu vaccinations</p> <p>Consideration currently being given to the ongoing inclusion of the Catheter passport local CQUIN.</p>	

CQUIN Table 2: CQUIN Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance
NHS BNSSG CCG	25% of the annual CQUIN value	Quarterly in arrears. Pre-payment will not be made	Full or partial payment is subject to achievement and as defined in the

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance
			scheme

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Incentive Scheme

Not used

SCHEDULE 4 – QUALITY REQUIREMENTS

F. Clostridium difficile

BNSSG approach to Clostridium Difficile for acute trusts which all other Providers support

Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust (Acute Services only)

The financial adjustment (£) is the sum which is the greater of Y and Z, where:

$$Y = 0$$

$$Z = ((A - B) \times 10,000) \times C$$

where:

A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year

B = the baseline threshold (the figure as notified to the Provider and recorded in the Particulars), being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance:

<https://www.england.nhs.uk/patientsafety/associated-infections/clostridium-difficile/>

C = no. of inpatient bed days in respect of Service Users in the Contract Year
no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.37 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final Quarter of the Contract Year.

Clostridium difficile adjustment: Other Providers (Acute Services only)

The financial adjustment (£) is the sum equal to A x 10,000, where:

A = the actual number of cases of Clostridium difficile in respect of Service Users in the Contract Year.

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.37 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final Quarter of the Contract Year.

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
August 2019:	Provider document 1: Certificate of Employers Liability Insurance, Provider document 2: Public Liability Insurance and all other Insurance required by the CCG as set out in the Request for Proposals; Provider document 3: Summary of insurance cover, Provider document 4: Clinical negligence cover
	Information Governance Compliance Documentation: Provider document 5: IG strategy, framework and policy, Provider document 6: Data protection policy, Provider document 7: Records management and information life cycle
	Provider document 8: CQC registration
	Provider document 9: Proposal accepted by CCG in response to Request for Proposals
	Provider document 10 Submissions made during due diligence including updated bid narrative, mobilisation plan and letter of assurance from Board
	Provider document 11 Risk register (as of contract signing)
	Provider document 12 Mobilisation and Transformation Plan (as of contract signing)
	Evidence of appropriate Counter Fraud and Security Management measures: <ul style="list-style-type: none"> • Fraud Policy: Provider document 13 • Security Policy: (included in provider document 10)
	Sirona care & Health C.I.C. Deed of Indemnity: Provider document 14
	Letter from bank and Sirona Board related to loan and loan agreement: Provider document 15 and 16
	Provider cost cap spreadsheet: Provider document 17
	Governance and Policies: <ul style="list-style-type: none"> Governance framework: Provider document 18 Sub-contract governance structure: Provider document 19 Sirona Safeguarding Adults Policy: Provider document 20 Sirona Safeguarding Children Policy: Provider document 21 Sirona Mental Capacity Act Policy: Provider document 22 Sirona policy for the management of incidents requiring reporting (adverse event policy): Provider document 23
	Provider document 24: Letter from Sirona to CCG 02/09/19
	Transfer Agreement(s) or equivalent if applicable
Feb 2020	Harmonisation and Transformation Plan

Documents supplied by Commissioners

Date	Document
January 2019	CCG document 1 OJEU Contract Notice

Date	Document
January – May 2019	CCG document 2 Request for Proposals and all clarifications and associated documents, including Round 2 documentation issued
3 July 2019	CCG document 3 Evaluation outcome letter, due diligence letter, Preferred Bidder appointment letter and Contract Award letter
	CCG document 4 Provider information pack for mobilisation (including terms of reference for ICQPMG and sub groups, updated from those issued with the RFP)
	CCG document 5 Terms of reference for Joint Community Services Mobilisation Board

SCHEDULE 5 - GOVERNANCE

B. Provider's Material Sub-Contracts

Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, state whether the Sub- Contractor is a Data Processor OR a Data Controller OR a joint Data Controller
Brisdoc	Walk in centre	March 2022	Yes	Joint Data Controller

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
NHS Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group	The CCG will act as the sole commissioner for the purpose of this Contract

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
CN1 Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i>)	Monthly	See items CL1 and CL3 in the Local Requirements Reported Locally for further details	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	All
CN2 Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ol style="list-style-type: none"> a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements; d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<i>Assessment and Treatment for Acute Illness</i>); e. report on performance against the HCAI 	Monthly	Template to be supplied by CCG	Within 15 Operational Days of the end of the month to which it relates.	<p>All</p> <p>All</p> <p>All</p> <p>A</p> <p>All except</p>

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Reduction Plan				111
CN3 CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	Quarterly	A written report with evidence provided demonstrating achievement against the scheme indicators	Within one calendar month of the end of the quarter, via email to: bnssg.cquins@nhs.net	All
CN4 NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	Monthly	Written evidence to be included in the Provider Quality Report	Submission via email to the nominated CCG representative 5 working days before the Quality sub group meeting. Dates of meetings are as per the schedule in the Provider Information Pack	All (not AM, CS, D, 111, PT, U)
CN5 Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	Written evidence to be included in the Provider Quality Report	Submission via email to the nominated CCG representative 5 working days before the Quality sub group meeting. Dates of meetings are as per the schedule in the Provider Information Pack	All
CN6 Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
CN7 Summary report of all incidents requiring reporting	Monthly	Written evidence to be included in the Provider Quality Report	Submission via email to the nominated CCG representative 5 working days before the Quality sub group meeting. Dates of meetings are as per the schedule in the Provider Information Pack	All
CN8 Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
CN9 Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E U

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
https://digital.nhs.uk/isce/publication/isb1594				
CN10 Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (<i>Staff</i>)	Six monthly (or more frequently if and as required)	Written evidence to be included in the Provider Quality Report	Submission via email to the nominated CCG representative 5 working days before the Quality sub group meeting. Dates of meetings are as per the schedule in the Provider Information Pack	All
CN11 Report on compliance with the National Workforce Race Equality Standard.	Annually	Written evidence to be included in the Provider Quality Report	Submission via email to the nominated CCG representative 5 working days before the Quality sub group meeting. Dates of meetings are as per the schedule in the Provider Information Pack	All
CN12 Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	Specialised Services
CN13 Report on performance in reducing Antibiotic Usage in accordance with SC21.4 (<i>Antimicrobial Resistance and Healthcare Associated Infections</i>)	Annually	[For local agreement]	[For local agreement]	A
CN14 Report on progress against sustainable development management plan in accordance with SC18.2	Annually	Written evidence in a separate report 'sustainable development management plan.' This report must include milestones and progress made against these covering the following aspects of sustainable development:	Report to be submitted twice a year with an annual summary included in advance of year end.	All

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	
		<ul style="list-style-type: none"> • social • economic • environmental <p>Outlining the benefits on:</p> <ul style="list-style-type: none"> • climate change adaptation and mitigation • air pollution • minimising wastes • minimising use of plastics 			
Local Requirements Reported Locally					
CL1	<p>Minimum Dataset: validated The Provider is required to submit a monthly validated patient level activity report, as outlined in Appendix 3 – Schedule 6A.1. This is in addition to any national reporting requirements. This is labelled Appendix 3, but for clarity is an integral part of the Contract and is appended only because it is an Excel spreadsheet and formatting precludes incorporation directly into this document</p>	Monthly	Locally defined report, agreed with CCG e.g. csv	Report to be submitted monthly via CCG designated data warehouse for pseudonymisation by 15 th of the following month	CS
CL2	<p>Contract Monitoring Requirements: Other KPIs The Provider is required to report a key set of activity and performance measures as outlined in Appendix 4 – Schedule 6A.2. This is labelled Appendix 4, but for clarity is an integral part of the Contract and is appended only because it is an Excel spreadsheet and formatting precludes incorporation directly into this document</p>	Monthly	Locally defined report, e.g. to be incorporated into existing performance reporting OR supplied as a separate report as agreed with Providers.	To be distributed monthly or quarterly as specified to named BNSSG contacts and / or specified team inbox from the start of the contract, by 15 th of the following month	CS
CL3	<p>Minimum Dataset: un-validated The Provider is required to submit a daily patient level activity report, for urgent care as outlined in Appendix 5 – Schedule 6A.3. This will enable BNSSG to actively monitor daily activity across</p>	Daily	Locally defined report, agreed with CCG e.g. csv	Report to be submitted daily via CCG designated data warehouse for pseudonymisation by 15 th of the following month	CS

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
the whole local health community. This is labelled Appendix 5, but for clarity is an integral part of the Contract and is appended only because it is an Excel spreadsheet and formatting precludes incorporation directly into this document				
<p>CL4 Financial Reporting Requirements The Provider is to supply financial reporting in accordance with data fields stipulated in the template in Appendix 6 – Schedule 6A.4 This is labelled Appendix 6, but for clarity is an integral part of the Contract and is appended only because it is an Excel spreadsheet and formatting precludes incorporation directly into this document</p> <p>In addition to the detail required above, additional detail about the organisation’s finances is required as follows, and will be treated as commercially sensitive:</p> <ul style="list-style-type: none"> • Income and expenditure • Cash flow • Balance sheet • Proportion of income gained via the Adult Community Services Contract. 	Quarterly	<p>Excel Document. See Appendix 6 for template.</p> <p>Reporting format for financial sustainability measures to be agreed with Provider by 2 January 2020</p>	To be emailed quarterly to named CCG contacts, with the first report due by 15 July 2020. Subsequent reports are due within 15 operational days of the end of the quarter	CS
<p>CL5 Integrated Care Bureau Reporting The Provider is required to contribute to the Integrated Care Bureau reporting.</p>	Under continual development	Locally defined report, currently in development (see also CL2)	Under continual development. The Provider will need to ensure it submits reporting in alignment with any future developments	CS
<p>CL6 Secondary User Service (SUS) The Provider is required to submit all relevant data to Secondary User Service (SUS) Relevant services:</p> <ul style="list-style-type: none"> • Community Musculoskeletal service • Any other service that becomes part of an 18 week pathway <p>This is to facilitate an understanding of 18 week delivery across the health community</p>	As set out at https://digital.nhs.uk/services/secondary-uses-service-sus/secondary-uses-services-sus-guidance	As set out at https://digital.nhs.uk/services/secondary-uses-service-sus/secondary-uses-services-sus-guidance	As set out at https://digital.nhs.uk/services/secondary-uses-service-sus/secondary-uses-services-sus-guidance	CS

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
CDQ1	Community Services Data Set	<p>Submission of Community Services Data Set as per information standard SCCI1069 http://content.digital.nhs.uk/isce/publication/scci1069.</p> <p>Provider to identify and align dataset submissions, and ensure that they submit all relevant data via CSDS.</p> <p>Provider to monitor quality of CSDS data submissions to ensure accuracy of data and to report any issues to CCG on a monthly basis in appropriate forum.</p> <p>As CSDS incorporates both adult and child health data sets the provider will state which data items are applicable to them and compliance will be monitored in line with this.</p>	As per information standard SCCI1069	<p>Data completeness review and data quality report to be shared and reviewed with CCG.</p> <p>Reviews to take place at DQG from July 2020 onwards</p>	<p>Data completeness: Initial review at July 20 DQG. Trajectory to be agreed at July 20 DQG. On-going monitoring against trajectory at DQGs.</p> <p>Quality: To be reviewed at DQG from July 20 onwards</p>	General Condition 9 (Contract Management)
CDQ2	Emergency Care Data Set	<p>Submission of Emergency Care Data Set as per information standard SCCI0092-2062 http://content.digital.nhs.uk/isce/publication/SCCI0092-2062.</p> <p>Provider to monitor quality of ECDS data submissions to ensure accuracy of data and to report any issues to CCG on a monthly basis in appropriate forum.</p> <p>To note North Somerset and South Gloucestershire: NHSE closed the portal for monthly submission in December 19. Daily submission is not</p>	As per information standard SCCI0092-2062	<p>ECDS: Review of situation to be undertaken at DQG throughout the year, and updates escalated as required</p> <p>Patient level dataset - See CDQ7</p>	Throughout 2020/21	General Condition 9 (Contract Management)

Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
		<p>possible with current SNOMED codes used by North Somerset and South Gloucestershire. Therefore, submission to ECDS is not possible for North Somerset and South Gloucestershire unless NHSE re-open the monthly portal, or EMIS update SNOMED codes.</p> <p>Bristol: MIU and WIC use Adastra, but do not have the add-on required for ECDS submission. Until a decision is made on UTC and purchase of add-on, it is not possible for Bristol to submit to ECDS.</p> <p>In place of ECDS, the Provider has agreed to submit a backdated local patient level dataset from month 3 via DLP – see CDQ7.</p>				
CDQ3	EMIS Activity	<p>Provider to routinely assess and identify issues with the accuracy and completeness of key EMIS fields, which have a direct impact on the Provider's ability to reliably report against agreed KPIs.</p> <p>Data Quality to be assessed against 8 key data quality measures:</p> <ul style="list-style-type: none"> a) Contact before Referral Date b) No of patients with no contact in last 6 months c) Duration of Contact = Zero or Greater than 6hrs d) Unlinked Care Contact e) Patients who do not have a BNSSG GP Practice listed (or the default V8999) - use BNSSG look up table f) Open Referral where patient is deceased g) Patient consultations where neither 	Trajectory to be agreed	Provider to produce Data Quality snapshot report on a monthly basis against 8 key measures	To be reported through DQG from July 20 onwards	General Condition 9 (Contract Management)

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Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
		<p>'initial' nor 'follow-up' has been recorded</p> <p>h) Episodes with multiple first contacts</p>				
CDQ4	Manual record keeping	Provider to ensure that no services are using manual record keeping for patient level data, and that all patient level data is captured using automated systems.	Ambition is for zero tolerance – Provider to identify scale of any issues during year 1. For discussion with Commissioner if investment required	Provider Manual Record Keeping update produced quarterly.	To be reported through DQG from July 20 onwards	General Condition 9 (Contract Management)
CDQ5	SLAM reporting	<p>Provider to set up systems to enable monthly aggregate SLAM activity reporting to be produced as set out in Schedule 6A Appendix 2.</p> <p>Data to be reported monthly via Power BI community dashboard and excel spreadsheet</p> <p>Monthly aggregate excel data to reconcile to Power BI community dashboard in current month.</p> <p>Provider to ensure timelines, completeness and accuracy of SLAM data.</p>	As set out in Schedule 6A Appendix 2	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Provider Data Quality Report on completeness and accuracy of SLAM submissions</p>	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Timeliness, completeness and accuracy to be reported through DQG from July 20 onwards.</p>	General Condition 9 (Contract Management)
CDQ6	Other KPI reporting	<p>Provider to set up systems to enable monthly (or quarterly as specified) reporting to be produced as set out in Schedule 6A Appendix 2 by the start of the contract term.</p> <p>KPIs to be reported through Power BI where possible.</p> <p>Provider to ensure timelines, completeness and accuracy of KPI data flows</p> <p>Where reporting requirements cannot be</p>	As set out in Schedule 6A Appendix 2	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Provider Data Quality Report on completeness and accuracy of Other</p>	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Timeliness, completeness and accuracy to be reported through DQG from July 20</p>	General Condition 9 (Contract Management)

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
		<p>satisfied as stipulated in 6A Appendix 2, providers will produce a plan by end of Q2 outlining the gaps in provision and the milestones for achieving compliance.</p> <p>In Q3 to review KPI list against indicators developed by service, to agree updated list for inclusion in year 2 contract</p>		KPI reporting	onwards.	
CDQ7	Patient level reporting	<p>Provider to set up systems to enable monthly patient level reporting to be produced as set out in Schedule 6A Appendix 1 by the end of quarter 1.</p> <p>Provider to work with SCW CSU (or other agreed Data Processing Organisation that meets all national requirements) to submit patient level reporting for processing on a monthly basis from the end of quarter 1.</p> <p>Provider to submit data via DLP.</p> <p>Monthly patient level dataset to reconcile to aggregate data and CSDS (see CDQ7).</p> <p>Provider to ensure timelines, completeness and accuracy of patient level data flows</p>	As set out in Schedule 6A Appendix 1	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Provider Data Quality Report on completeness and accuracy of SLAM submissions</p>	<p>First submission to Commissioner by the end of quarter 1, backdated to the start of the contract.</p> <p>Timeliness, completeness and accuracy to be reported through DQG from July 20 onwards.</p>	General Condition 9 (Contract Management)
CDQ8	Reconciliation of SLAM to CSDS and ECDS	<p>Provider to produce a monthly reconciliation between their CSDS submissions and their SLAM reporting.</p> <p>Provider to produce a monthly reconciliation between their ECDS submissions and their SLAM reporting, as required (see CDQ2)</p>	Reconciliation differences to be less than 0.5% of activity and less than 0.5% of value	Provider Report on SLAM / CSDS and ECDS reconciliation	To be reported through DQG from July 20 onwards.	General Condition 9 (Contract Management)
CDQ9	Financial Open Book Reporting	Provider to set up systems to enable annual financial reporting to be produced as set out in Schedule 6A Appendix 3 by the start of the	As set out in Schedule 6A Appendix 3	Provider Annual Open Book reporting	To be reported through FIG.	General Condition 9 (Contract

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
		contract term.				Management)
CDQ10	Alamac reporting	Provider to review current submissions to Alamac to consider whether this meets the requirements of the new operational model and the system		Commissioner and Provider to meet to discuss and review effectiveness	Review to take place in month 6	
CDQ11	Service specific patient level datasets (D2A, MSK, Bristol diabetes, urgent care)	<p>Provider to continue to submit current service specific patient level datasets with a view to moving these submissions onto the monthly patient level dataset.</p> <p>Provider to work with Commissioner to develop service specific datasets as requested by the system as required in year.</p>		As per CDQ7	As per CDQ7	
CDQ12	Prioritisation of activity and KPI reporting	<p>The Provider and Commissioner recognise that it may not be possible to report all activity and KPIs from the end of quarter 1, and have agreed to work together to prioritise reporting development as required.</p> <p>Issues that have been highlighted in advance include reporting around care home CQC status. Provider and Commissioner agree to work together to understand the purpose of KPIs and agree priorities and action plans as required.</p> <p>The Provider and Commissioner recognise that services are being developed during the year on a system-wide basis. The Provider and Commissioner agree to work together to agree priorities and action plans as required to deliver activity and KPI reporting to support system-wide projects.</p>		As per CDQ5 and CDQ6	As per CDQ5 and CDQ6	
CDQ13	Community	Submission of NHS Community Services	As per national	Provider to report	In quarter following	

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Ref	Data Quality Indicator	Description of indicator	Data Quality Threshold	Method of Measurement	Milestone date	Consequences
	Benchmarking report	benchmarking Provider to monitor quality of benchmark data submissions to ensure accuracy of data and to report any issues to CCG on an annual basis in appropriate forum.	benchmarking submission timetable	on timeliness and accuracy of benchmarking submissions and reconcile to contract monitoring data	benchmarking submission	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents	
1	The Provider is required to follow the CCG's policy regarding serious incidents requiring reporting: https://bnssgccg.nhs.uk/library/serious-incidents-requiring-investigation/
2.	The Provider is required to provide their policy for the management of incidents requiring reporting to the CCG by 30 September 2019 and to follow this policy.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey	Annually	Annually to the ICQPMG	Published on the Provider website	All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)	Annually	Annually to the ICQPMG	Summary of results included in the Provider Quality Account. Full report and action plan to be shared with the Commissioner via ICQPMG	All
Carer Survey	Annually	Annually to the ICQPMG	Published on the Provider website	All
360 Degree Partner Survey	Annually	Annually to the ICQPMG	Full report to be shared with Commissioner via ICQPMG	CS

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

[NOTE: This Schedule 6F applies only where the Provider is appointed to act as a Data Processor under this Contract]

1. SCOPE

- 1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 6F.
- 1.3 This Schedule 6F applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Schedule, including instructions regarding transfers of Personal Data outside the EU or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.
- 2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F:
 - (a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature, scope, context and purposes of processing the data to be protected;
 - (ii) likelihood and level of harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
- (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6F (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
- (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;
- (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;
- (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and

- (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F, it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
- (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6F);
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) becomes aware of or reasonably suspects a Data Loss Event; or
- (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.

2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:

- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
- (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
- (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.

- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, the Provider must:
- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Co-ordinating Commissioner;
 - (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6F and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6F, containing:
- (a) the categories of processing carried out under this Schedule 6F;
 - (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
 - (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6F; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Provider must comply at all times with those obligations set out at Article 32 of the GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.
- 2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A

Data Processing Services

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 7 – PENSIONS

1. **Definitions**

1.1 Terms not defined at the end of this Schedule are to be interpreted in accordance with the Definitions and Interpretation section of the Contract.

2. **Pension Protection For Eligible Employees**

2.1 **Continued membership of the NHS Pension Scheme**

2.1.1 In accordance with Fair Deal for Staff Pensions, the Provider and/or each Sub-Contractor to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, must each secure a Direction Letter/Determination to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, for so long as they remain employed in connection with the delivery of the Services under this Contract.

2.1.2 Where it is not possible for the Provider and/or each Sub-Contractor (if relevant) to secure a Direction Letter/Determination on or before the Transfer Date, the Provider must secure a Direction Letter/Determination as soon as possible after the Transfer Date, and in the period between the Transfer Date and the date the Direction Letter/Determination is secure, the Provider must ensure that:

2.1.2.1 all employer's and Eligible Employees' contributions intended to go to the NHS Pension Scheme are kept in a separate bank account; and

2.1.2.2 the Pension Benefits and Premature Retirement Rights of Eligible Employees are not adversely affected.

2.1.3 The Provider must supply to the Co-ordinating Commissioner a complete copy of each Direction Letter/Determination within 5 Business Days of receipt of the Direction Letter/Determination.

2.1.4 The Provider (or its Sub-Contractor if relevant) will comply with the terms of the Direction Letter/Determination (including any terms which change as a result of changes in legislation) in respect of the Eligible Employees until the day before the Exit Transfer Date for so long as they are employed on the delivery of the Services.

2.1.5 Where any member of Staff omitted from the Direction Letter/Determination supplied in accordance with paragraph 2.1.3 above is subsequently found to be an Eligible Employee, the Provider (or its Sub-Contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.

[DRAFTING NOTE: The Paragraph below, 2.2 (Broadly Comparable Pension Benefits) will not be relevant and may be deleted where the Provider and/or any relevant Sub-Contractor(s) either participate automatically in the NHS Pension Scheme or have each secured a letter of comfort relating to obtaining a Direction Letter/Determination in respect of all Eligible Employees by the time the Contract is entered into. If the Provider is not automatically an employer in the NHS Pension Scheme, it is anticipated that Direction Letter/Determination(s) will be secured in the vast majority of cases.]

2.2 Broadly Comparable Pension Benefits

2.2.1 If the Co-ordinating Commissioner in its sole discretion (having considered the exceptional cases provided for in Fair Deal for Staff Pensions) agrees that the Provider (or any Sub-Contractor) need not provide the Eligible Employees with access to the NHS Pension Scheme, the Provider (or any Sub-Contractor) must ensure that, with effect from the Transfer Date until the day before the Exit Transfer Date, the Eligible Employees are offered access to a scheme under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

2.2.2 The Provider must supply to the Co-ordinating Commissioner details of its (or its Sub-Contractor's) Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than [28] days⁵² before the Transfer Date.

2.3 Transfer Option

As soon as reasonably practicable and in any event no later than [20 Operational Days]⁵³ after the Transfer Date, the Provider must provide the Eligible Employees with the Transfer Option, where the former provider offered, or the Provider offers, a Broadly Comparable scheme.⁵⁴

2.4 Calculation of Transfer Amount⁵⁵

2.4.1 The Commissioners will use reasonable endeavours to procure that [20 Operational Days]⁵⁶ after the Transfer Option Deadline, the Transfer Amount is calculated by the former provider's Actuary⁵⁷ on the following basis and notified to the Provider along with any appropriate underlying methodology.

⁵² 28 days is a suggested timescale. Please select a timescale which is in accordance with the circumstances of your particular Contract.

⁵³ This is a suggested timescale bearing in mind that the whole process for the bulk transfer should take no more than 6 months.

⁵⁴ This Paragraph 2.3 can be deleted if neither the former provider nor the Provider nor any Sub-Contractor offered/are offering a Broadly Comparable scheme. In these circumstances Paragraphs 2.4 – 2.6 can also be deleted.

⁵⁵ In accordance with B.4 of Fair Deal for Staff Pensions, the terms of the bulk transfer should be determined by the former provider's Actuary at the outset of the procurement process.

⁵⁶ This is a suggested timescale. It is not unreasonable if all the data is available and agreed well in advance of the Transfer Date.

⁵⁷ If the former provider is an NHS Employer within the meaning of the NHS Pension Scheme Regulations, the former provider's Actuary will be the NHS Pension Scheme Actuary (currently the Government Actuary's Department).

2.4.1.1 If the former provider offers a Broadly Comparable scheme to Eligible Employees:

2.4.1.1.1 the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in sub-paragraph 2.4.1.1.2 below must, as a minimum, be aligned to the funding requirements of that scheme; and

2.4.1.1.2 the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the former provider's Broadly Comparable scheme), must be aligned to whichever of (a) the funding requirements of the former provider's Broadly Comparable scheme; or (b) the principles⁵⁸ under which the former provider's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment)⁵⁹, gives the higher figure,

provided that where the principles require the assumptions to be determined as at a particular date, that date will be the Transfer Date.

2.4.1.2 If the former provider offers the NHS Pension Scheme to Eligible Employees, the Transfer Amount will be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from the NHS Pension Scheme set by the Department of Health from time to time⁶⁰.

2.4.2 Each party will promptly provide to any Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

2.5 Payment of Transfer Amount

Subject to:

2.5.1 the period for acceptance of the Transfer Option having expired; and

⁵³ The principles should be set out in a formal bulk transfer note issued on behalf of the NHS Pension Scheme. Where a shortfall applied, further principles should be set out in a separate note that is subject to the terms of the contract for services with the former provider.

⁵⁹ B8 to B14 inclusive of Fair Deal for Staff Pensions which deal with price adjustments/shortfall requirements are relevant here and are discussed in section 2 of Stage 2 of the guidance issued in February 2014 by the Department of Health in respect of the impact of Fair Deal for Staff Pensions on NHS Pension Scheme participation.

⁶⁰ Commissioners should obtain a signed note from the NHS Pension Scheme Actuary during the procurement specifying the bulk transfer terms that apply.

- 2.5.2 the Provider having (and/or having procured that any relevant Sub-Contractor has) provided the trustees or managers of the former provider's pension scheme (or NHS Business Services Authority, as appropriate) with completed and signed forms of consent in a form acceptable to the former provider's pension scheme from each Eligible Employee in respect of the Transfer Option; and
- 2.5.3 the calculation of the Transfer Amount in accordance with Paragraph 2.4 (*Calculation of Transfer Amount*); and
- 2.5.4 the trustees or managers of the Provider's (or any Sub-Contractor's) Broadly Comparable scheme (or NHS Business Services Authority, as appropriate) having confirmed in writing to the trustees or managers of the former provider's pension scheme (or NHS Business Services Authority, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Co-ordinating Commissioner will use reasonable endeavours to procure that the former provider's pension scheme (or the NHS Pension Scheme, as appropriate) will, on or before the Payment Date, transfer to the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

2.6 **Credit for Transfer Amount**

Subject to prior receipt of the Transfer Amount (and any shortfall payable),⁶¹ by the trustees or managers of the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Business Services, as appropriate), the Provider must procure that year-for-year day-for-day service credits are granted in the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Commissioners' Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Provider's (or Sub-Contractor's) pension scheme.

3. **Premature Retirement Rights**

- 3.1 From the Transfer Date until the day before the Exit Transfer Date, the Provider must provide (and/or must ensure that any relevant Sub-Contractor must provide) Premature Retirement Rights in respect of the Eligible Employees that are the same as the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

4. **Cancellation of any Direction Letter/Determination(s) and Right of Set-Off**

- 4.1 If the Co-ordinating Commissioner is entitled to terminate this Contract under GC17.10.16 (*Termination: Provider Default*), the Co-ordinating Commissioner may in its sole

⁶¹ In terms of shortfalls, please see section 2 of Stage 2 of the guidance issued in February 2014 by the Department of Health in respect of the impact of Fair Deal for Staff Pensions on NHS Pension Scheme participation.

discretion instead of exercising its right under GC17.10.16 (*Termination: Provider Default*) permit the Provider (or the relevant Sub-Contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Co-ordinating Commissioner.

- 4.2 If any Commissioner is notified by NHS Business Services Authority of any NHS Pension Scheme Arrears, the Commissioners will be entitled to deduct all or part of those arrears from any amount due to be paid by that Commissioner to the Provider having given the Provider 5 Operational Days' notice of its intention to do so, and to pay any sum deducted to NHS Business Services Authority in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Co-ordinating Commissioner's right to terminate the Contract under GC17.10.16 (*Termination: Provider Default*).

5. **Compensation**

- 5.1 If the Provider (or any Sub-Contractor) is unable to provide the Eligible Employees with either:

5.1.1 membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter/Determination); or

5.1.2 a Broadly Comparable scheme,

the Commissioners may in their sole discretion permit the Provider to (or procure that the relevant Sub-Contractor) compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Provider (or Sub-Contractor as relevant) having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Provider must (or must procure that the relevant Sub-Contractor) meet the costs of the Commissioners in determining whether the level of compensation offered is reasonable in the circumstances.

- 5.2 This flexibility for the Commissioners to allow compensation in place of Pension Benefits is in addition to and not instead of the Co-ordinating Commissioner's right to terminate the Contract under GC17.10.16 (*Termination: Provider Default*).

6 **Provider Indemnities Regarding Pension Benefits and Premature Retirement Rights**

- 6.1 The Provider must indemnify and keep indemnified the Commissioners and any new provider against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

- 6.2 The Provider must indemnify and keep indemnified the Commissioners, NHS Business Services Authority and any new provider against all Losses arising out of the Provider (or its Sub-Contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Contract Term.

- 6.3 The Provider must indemnify the Commissioners, NHS Business Services Authority and any new provider against all Losses arising out of its breach of this Schedule 7 and/or the terms of the Direction Letter/Determination.

7 Sub-contractors

7.1 If the Provider enters into a Sub-contract it will impose obligations on its Sub-Contractor in the same terms as those imposed on the Provider in relation to Pension Benefits and Premature Retirement Benefits by this Schedule 7, including requiring that:

7.1.1 If the Provider has secured a Direction Letter/Determination, the Sub-Contractor also secures a Direction Letter/Determination in respect of the Eligible Employees for their future service with the Sub-Contractor as a condition of being awarded the Sub-Contract; or

7.1.2 If the Provider has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-Contractor either secures a Direction Letter/Determination in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Provider's pension scheme into the Sub-Contractor's Broadly Comparable scheme (or where a Direction Letter/Determination is secured by the Sub-Contractor, the NHS Pension Scheme) on the basis set out in Paragraph 2.6 (*Credit for Transfer Amount*), except that the Provider or the Sub-Contractor as agreed between them, must make up any shortfall in the transfer amount received from the Provider's pension scheme.

8 Direct Enforceability by the Eligible Employees

8.1 Notwithstanding GC29 (*Third Party Rights*), the provisions of this Schedule may be directly enforced by an Eligible Employee against the Provider and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 will apply to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to him or her by the Provider under this Schedule in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

8.2 Further, the Provider must ensure that the Contracts (Rights of Third Parties) Act 1999 will apply to any Sub-Contract to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to them by the Sub-Contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

9 Pensions on Transfer of Employment on Exit

9.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Provider must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):

9.1.1 not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Exit Transfer Date;

9.1.2 within 30 Operational Days of being requested to do so by the new provider, (or if the new provider is offering Eligible Employees access to the NHS Pension Scheme, by NHS Business Services Authority), provide a transfer amount calculated in accordance with Paragraph 2.4 (*Calculation of the Transfer Amount*); and

- 9.1.3 do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Commissioners be necessary or desirable and to enable the Commissioners and/or the new provider to achieve the objectives of Fair Deal for Staff Pensions.

DEFINITIONS

Actuary	a Fellow of the Institute and Faculty of Actuaries
Broadly Comparable	certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions
Eligible Employee	<p>each of the Transferred Staff who immediately before the Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with either an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the former provider in the delivery of the Services</p> <p>For the avoidance of doubt a Staff member who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter/Determination or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under this Schedule</p>
Exit Transfer Date	the date on which the Eligible Employees transfer their employment to a new provider at the end of the Contract Term
Fair Deal for Staff Pensions	the guidance issued by HM Treasury entitled 'Fair Deal for staff pensions: staff transfer from central government', October 2013
NHS Pension Scheme Actuary	the Government Actuary's Department or any successor Actuary

NHS Pension Scheme Arrears	any failure on the part of the Provider or any Sub-Contractor to pay employer's or deduct and pay across employee's contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter/Determination in respect of the Eligible Employees
Payment Date	[20 Operational Days] after the last of the conditions in Paragraph 2.5 of this Schedule (<i>Payment of Transfer Amount</i>) has been satisfied
Pension Benefits	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme
Premature Retirement Rights	rights to which the Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866), and Section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time
Transfer Amount	an amount paid in accordance with Paragraph 2.5 of this Schedule (<i>Payment of Transfer Amount</i>) and calculated in accordance with the assumptions, principles and timing adjustment referred to in Paragraph 2.4 of this Schedule (<i>Calculation of Transfer Amount</i>) in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or former provider's Broadly Comparable scheme and elected to transfer them to the Provider's Broadly Comparable scheme under the Transfer Option
Transfer Date	the Transferred Staff's first day of employment with the Provider (or its Sub-Contractor)

Transfer Option	<p>an option given to each Eligible Employee with either:</p> <ul style="list-style-type: none">) accrued rights in the NHS Pension Scheme; or) accrued rights in a Broadly Comparable scheme, <p>as at the Transfer Date, to transfer those rights to the Provider's (or its Sub-Contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes)</p>
Transfer Option Deadline	<p>the first Operational Day to fall at least [3 months]⁶² after the notice detailing the Transfer Option has been sent to each Eligible Employee</p>
Transferred Staff	<p>those employees whose employment compulsorily transfers to the Provider or a Sub-Contractor by operation of TUPE, COSOP or for any other reason, as a result of the award of this Contract</p>

⁶² B.7 of Fair Deal for Staff Pensions indicates that Eligible Employees should normally be given a 3 month period in which to exercise their Transfer Option.

SCHEDULE 8 – LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

1. System Planning & System working:

- 1.1 The Parties to this contract must at all times use all reasonable endeavours to contribute towards the implementation of any Local System Operating Plan to which both the Provider and Commissioners are party and must perform any specific obligations on their respective parts agreed as part of or pursuant to that Local System Operating Plan from time to time, as set out below in the local system ambitions and indicative milestones. Organisations within the STP will be expected to take collective responsibility for the delivery of the system operating plan, working together to ensure best use of their collective resources. The organisations will collaborate to ensure that services are organised and delivered in such a way as to integrate effectively with the local configuration of any Primary Care Networks established in the geographical area within which services are to be delivered.
- 1.2 The BNSSG Five Year Plan, as a response to the NHS Long Term Plan, has been signed off by all partners within the Healthier Together partnership. The ambition of the system, along with our high level goals and strategic outcomes, as described in the plan, are as follows:
- 1.3 Ambition: Our ambition is to build one single health and care system, so that the community becomes the preferred place for care, high quality hospital services are used only when needed and people can maximise their health, independence and be active in their own wellbeing.

Increase the number of years people in BNSSG live in good health	<ul style="list-style-type: none"> • People living in BNSSG have an extra five years of healthy life by 2035 • Fewer than 5% of people in BNSSG smoke by 2030 • By 2024, we are allocating our resources in a way that we know will improve the population’s health • By 2025, for every person receiving care in our system we will know what outcomes matter to them, measure them and use them to improve care • Every person in BNSSG is given the opportunity to maintain their independence and be in control of their life by 2029 • Every child has the best start in life
Reduce the inequality in how many years people in BNSSG live in good health,	<ul style="list-style-type: none"> • No difference in the number of years people in BNSSG live in good health between those groups currently with the best and the poorest health outcomes by 2035 • By 2024, a significant improvement in the healthy life expectancy for those with the poorest outcomes

<p>particularly improving healthy life expectancy for those with the poorest outcomes</p>	<ul style="list-style-type: none"> • Fewer than 5% of people with the current highest rates of smoking (e.g. severe mental illness, poorer communities) smoke by 2025 • Eliminate inequalities in health outcomes in cardiovascular and respiratory disease by 2029
<p>Become a place where health and care services fit with people's lives and makes sense to the people engaging with it</p>	<ul style="list-style-type: none"> • By 2024, people report that they are able to understand health and care pathways and they are able to access to what they need when they need it
<p>Make it easy for people working in health and care to work with each other</p>	<ul style="list-style-type: none"> • All health and care teams feel able to deliver high value care by 2023
<p>Our workforce is healthy and fulfilled</p>	<ul style="list-style-type: none"> • By 2029 all health and care staff are enthusiastic about their job and feel that they are making a positive difference to people's lives. • By 2024, the sickness absence rate across our workforce is 3.5% or less
<p>Reduce our adverse environmental impact in energy, travel, waste, water, food, biodiversity and land use</p>	<ul style="list-style-type: none"> • Switching to, and building infrastructure to provide 100% renewable energy across our footprint by 2025. • Including sustainability specification and evaluation criteria in all procurement contracts • Reducing total patient miles travelled for outpatient care by 30% by 2024
<p>Our communities are healthy, safe and positive places to live</p>	<ul style="list-style-type: none"> • Increase the number of people who feel they are connected to their local community and reduce levels of social isolation • Reduce the number of people living in fuel poverty • Increase the number of people using green space for exercise/health reasons • Reduce the number of people living in poor housing conditions • Improve the educational attainment of our children and young people • By 2029 all communities report that they are thriving as determined by the Happy City Thriving Places Index

2. Supporting Change

- 2.1 Through the process of developing our Five Year Plan, we have welcomed the opportunity to consider the goals and outcomes we are seeking to achieve for our system over the coming years and then review all programmes of work to ensure our plans align to achieving these.
- 2.2 As a system we are now ensuring that we have a clear line of sight between the actions and outcomes as described in the Five Year Plan Programme Delivery Summaries and the overall system level goals and outcomes.
- 2.3 There is a core Healthier Together team with programme and project management resource available to support these Programme Boards and Steering Groups (who have responsibility within the system for delivery on their respective commitments within the Five Year Plan) however the devolved approach to programme delivery means the staff resource to deliver change is predominantly provided from existing staff working across partner organisations.

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