2



**NHS Standard Contract 2017/18 and 2018/19**

**Particulars (Shorter Form)**

**Contract title/ref: *Care Support and Enablement/***

**NHS Standard Contract**

**2017/18 and 2018/19**

**Particulars (Shorter Form)**

First published: November 2016

Prepared by: NHS Standard Contract Team

nhscb.contractshelp@nhs.net

Publications Gateway Reference: 06039

Document Classification: Official

| **Contract Reference** | **Care Support and Enablement/** |
| --- | --- |

| **DATE OF CONTRACT** |  |
| --- | --- |
| **SERVICE COMMENCEMENT DATE** |  |
| **CONTRACT TERM** | **5 years with the option to extend for a further 4 years**  **Commencing 1st March 2018**  **(or as extended in accordance with Schedule 1C)** |
| **COMMISSIONERS** | **Nottingham City Clinical Commissioning Group**  **Standard Court**  **Nottingham NG1 6GN**  **AND**  **Nottingham City Council**  **Loxley House Station Street Nottingham Nottinghamshire NG2 3NG** |
| **CO-ORDINATING Commissioner** | **Nottingham City Council** |
| **PROVIDER** | **TBC**  **Principal and/or registered office address:**  **[Company number: [ ]** |

**CONTENTS**

**PARTICULARS**

**SCHEDULES**

[**SCHEDULE 1 – SERVICE COMMENCEMENT**](#_Toc343591378) **AND CONTRACT TERM** (Schedule 1B Intentionally Omitted)

1. [Conditions Precedent](#_Toc343591379)

C. Extension of Contract Term

[**SCHEDULE 2 – THE SERVICES**](#_Toc343591381) (Schedule 2C, 2E, 2F, 2H, 2I, 2L Intentionally Omitted)

1. [Service Specifications](#_Toc343591382)
2. [Indicative Activity Plan](#_Toc343591383)
3. [Essential Services](#_Toc343591385)
4. [Other Local Agreements, Policies and Procedures](#_Toc343591388)
5. [Transfer of and Discharge from Care Protocols](#_Toc343591392)
6. [Safeguarding Policies](#_Toc343591393) and Mental Capacity Act Policies

[**SCHEDULE 3 – PAYMENT**](#_Toc343591394) (Schedule 3D, 3E, 3G Intentionally Omitted)

1. Local Prices
2. Local Variations
3. Local Modifications

F. Expected Annual Contract Values

[**SCHEDULE 4 – QUALITY REQUIREMENTS**](#_Toc343591399) (Schedules 4B, 4E – 4G Intentionally Omitted)

1. [Operational](#_Toc343591400) Standards and National Quality Requirements
2. [Local](#_Toc343591402) Quality Requirements
3. [Commissioning for Quality and Innovation (CQUIN)](#_Toc343591404)

[**SCHEDULE 5 – INTENTIONALLY OMITTED**](#_Toc343591408)

[**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**](#_Toc343591415)(Schedules 6B, 6D, 6E Intentionally Omitted)

1. [Reporting Requirements](#_Toc343591418)
2. [Incidents Requiring Reporting Procedure](#_Toc343591420)

[**SCHEDULE 7 – PENSIONS**](#_Toc343591415)

**SCHEDULE 8 – TUPE**

**SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 18-20, 22, 26-27, 31 intentionally omitted)**

SC1 Compliance with the Law and the NHS Constitution

SC2 Regulatory Requirements

SC3 Service Standards

SC4 Co-operation

SC5 Commissioner Requested Services/Essential Services

SC6 Choice, Referrals and Booking

SC8 Making Every Contact Count and Self Care

SC10 Personalised Care Planning and Shared Decision Making

SC11 Transfer of and Discharge from Care

SC12 Communicating With and Involving Service Users, Public and Staff

SC13 Equity of Access, Equality and Non-Discrimination

SC15 Places of Safety

SC16 Complaints

SC17 Services Environment and Equipment

SC21 Antimicrobial Resistance and Healthcare Associated Infections

SC23 Service User Health Records

SC24 NHS Counter-Fraud and Security Management

SC25 Procedures and Protocols

SC28 Information Requirements

SC29 Managing Activity and Referrals

SC30 Emergency Preparedness, Resilience and Response

SC32 Safeguarding and Mental Capacity

SC33 Incidents Requiring Reporting

SC34 Care of Dying People

SC35 Duty of Candour

SC36 Payment Terms

SC37 Local Quality Requirements and Quality Incentive Schemes

SC38 Commissioning for Quality and Innovation (CQUIN)

**GENERAL CONDITIONS**

**(General Conditions 6-7, 34-35 intentionally omitted)**

GC1Definitions and Interpretation

GC2 Effective Date and Duration

GC3Service Commencement

GC4 Transition Period

GC5 Staff

GC8 Review

GC9 Contract Management

GC10 Co-ordinating Commissioner and Representatives

GC11 Liability and Indemnity

GC12 Assignment and Sub-Contracting

GC13 Variations

GC14 Dispute Resolution

GC15 Governance, Transaction Records and Audit

GC16 Suspension

GC17 Termination

GC18 Consequence of Expiry or Termination

GC19 Provisions Surviving Termination

GC20 Confidential Information of the Parties

GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency

GC22 Intellectual Property

GC23 NHS Identity, Marketing and Promotion

GC24 Change in Control

GC25 Warranties

GC26 Prohibited Acts

GC27 Conflicts of Interest and Transparency on Gifts and Hospitality

GC28 Force Majeure

GC29 Third Party Rights

GC30 Entire Contract

GC31 Severability

GC32 Waiver

GC33 Remedies

GC36 Notices

GC37 Costs and Expenses

GC38 Counterparts

GC39 Governing Law and Jurisdiction

**Definitions and Interpretation**

**CONTRACT**

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

1. the **Particulars**;
2. the **Service** **Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

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** | **……………………………………………………….**  **Signature** |
| **[INSERT AUTHORISED SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT COMMISSIONER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

|  |  |
| --- | --- |
| **SIGNED by** | **……………………………………………………….**  **Signature** |
| **[INSERT AUTHORISED SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT COMMISSIONER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

|  |  |
| --- | --- |
| **SIGNED by** | **……………………………………………………….**  **Signature** |
| **[INSERT AUTHORISED**  **SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT PROVIDER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

|  |  |
| --- | --- |
| **SERVICE COMMENCEMENT AND CONTRACT TERM** |  |
| **Effective Date** |  |
| **Expected Service Commencement Date** | **1st March 2018** |
| **Longstop Date** | **N/A** |
| **Service Commencement Date** | **1st March 2018** |
| **Contract Term** | **5 years commencing on 1st March 2018 until 28th February 2023 (subject to early termination or as extended in accordance with Schedule 1C)** |
| **Option to extend Contract Term** | **Yes By 4 years** |
| **Commissioner Notice Period (for termination under GC17.2)** | |  | | --- | | **Termination of the contract**  1. Without prejudice to any other rights and remedies they may possess, The Coordinating Commissioner shall be entitled to terminate this Contract in whole or in part by giving 90 days’ notice in writing to the Provider.  **Termination of service to an individual Service User (Nottingham City Council)**  2. The Commissioners may terminate provision of services to the Service User by serving written notice on the Provider at any time where there is a failure to deliver services as set out in the Care Plan or where the health, safety and welfare of the Service User is deemed to be at risk by the Commissioners. The Provider shall cease to provide the services immediately upon receipt of such notice or upon such other date as may be specified in the notice. The interests of the Service User will be paramount. The provider will be expected to engage with the Commissioner to facilitate the transition to a different provider. In such instances the Commissioners shall not pay the Provider for cancelled Services following such removal.  3. The Service User's care package may be terminated by the commissioners by giving 28 days written notice (subject to the provisions within GC17.2).  4. In exceptional circumstances, a shorter period of notice will be agreed between the Commissioner and the Provider.   1. Where the Service User or their representative is dissatisfied with the level of care, and wishes to move from the care provider. In these circumstances the Commissioners reserves the right to give a shorter notice period. 2. If the care package is causing difficulty or distress for the Service User or Provider, and the Care Manager concludes, following an assessment, that the needs of the Service User cannot be met by the Provider without causing further difficulty, the Service to the individual Service User may be terminated without notice if necessary.   5. The Commissioners and Providers agree a joint approach to problem solving and will use their best endeavors to solve problems in the best interests of the Service User.  **TERMINATION OF SERVICES TO AN INDIVIDUAL SERVICE USER (NHS Nottingham City CCG)**  Nottingham City CCG will give notice on an individual NHS funded placement as follows:   * No notice period will apply where the commissioners have concerns regarding the ability of the provider to meet the eligible service user’s needs and decide to move the individual to another provider * If an eligible service user permanently leaves the provider for any other reason, the CCG will give 14 days notice to the Provider * Where a service user is deemed no longer eligible for fully funded Continuing Healthcare from the CCG, the CCG will give 28 days’ notice from the date of decision. * On admission to hospital where the service user is initially expected to return home the CCG will suspend the package until further notice. In the event of the death of a service user the package will be terminated on the date of death.   Where termination is for the **entire** contract, the same notice period as set out by Nottingham City Council applies. | |
| **Provider Notice Period (for termination under GC17.2)** | |  | | --- | | **Termination of the contract**  1. Without prejudice to any other rights and remedies they may possess, The Provider shall be entitled to terminate this Contract in whole or in part by giving 90 days’ notice in writing to the Coordinating Commissioner.  **Termination of service to an individual Service User (Nottingham City Council)**  1. The Service User's care package may be terminated by the Provider by giving 28 days written notice.  3. In exceptional circumstances, a shorter period of notice will be agreed between the Commissioners and the Provider  (a) Where a service user is admitted to hospital the provider can terminate the care package after 7 days unless mutually agreed otherwise.  (b) If the placement is causing difficulty or distress for the Service User or Provider, and the Care Manager concludes, following an assessment, that the needs of the Service User cannot be met by the Provider without causing further difficulty, the Service to the individual Service User may be terminated within a mutually agreed shorter notice period if necessary. The provider will have to evidence that they have explored and tried all options before giving notice.  5. Commissioners and Provider agree a joint approach to problem solving and will use their best endeavors to solve problems in the best interests of the Service User.  **TERMINATION OF SERVICES TO AN INDIVIDUAL SERVICE USER (NHS Nottingham City CCG)**  For NHS fully funded residents, the provider is expected to give a minimum of 28 days notice in writing to the CCG of the termination of any individual service user’s placement.  Where termination is for the **entire** contract, the same notice period as set out by Nottingham City Council applies. | |

|  |  |
| --- | --- |
| **SERVICES** |  |
| **Service Categories** | **Selected** |
| **Community Services (CS)** | **Yes** |
| **Continuing Healthcare Services (CHC)** | **Yes** |
| **Diagnostic, Screening and/or Pathology Services (D)** |  |
| **End of Life Care Services (ELC)** |  |
| **Mental Health and Learning Disability Services (MH)** |  |
| **Patient Transport Services (PT)** |  |
| **Service Requirements** |  |
| **Essential Services (NHS Trusts only)** | **No** |

|  |  |
| --- | --- |
| **PAYMENT** |  |
| **Expected Annual Contract Value Agreed** | **No** |
| **National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)** | **No** |
| **Local Prices Apply to Some or All Services** | **Yes** |

|  |  |
| --- | --- |
| **GOVERNANCE AND REGULATORY** |  |
| **Provider’s Nominated Individual** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Information Governance Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Caldicott Guardian** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Senior Information Risk Owner** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Accountable Emergency Officer** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Safeguarding Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Child Sexual Abuse and Exploitation Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Mental Capacity and Deprivation of Liberty Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Freedom To Speak Up Guardian** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **CONTRACT MANAGEMENT** |  |
| **Addresses for service of Notices** | **Co-ordinating Commissioner:**  **Nottingham City Council**  **Address:** Loxley House, Station Street, Nottingham,  NG2 3NG  **Email:** contracting@nottinghamcity.gov.uk  **Commissioner: NHS Nottingham City CCG**  **Address:** 1 Standard Court, Park Row, Nottingham, NG1 6GN  **Email:** NCCCG.CHCTeam@nhs.net  **Provider: «HoldingCo»**  **Address:** «HoldingCoAddress1» «HoldingCoAddress2» «HoldingCoAddress3» «HoldingCoPostcode»  **Email:** |
| **Commissioner Representative(s)** | **Co-ordinating Commissioner:**  **Nottingham City Council**  **Contacts:** Steve Oakley &Sharon Ribeiro  **Address:**  Loxley House, Station Street, Nottingham,  NG2 3NG  **Email:** contracting@nottinghamcity.gov.uk  **Commissioner:**  **NHS Nottingham City CCG**  **Contacts:** Jane Godden & Gemma West  **Address:**  1 Standard Court, Park Row, Nottingham, NG1 6GN  **Email:** NCCCG.CHCTeam@nhs.net |
| **Provider Representative** | **Name:**  **«HoldingCo»**  **Address:**  «HoldingCoAddress1», «HoldingCoAddress2», «HoldingCoAddress3», «HoldingCoPostcode»  **Email:**  **Tel:** |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

| 1. Evidence of appropriate Indemnity Arrangements 2. [Evidence of CQC registration (where required)] 3. [Evidence of Monitor’s Licence (where required)]   **Suspensions and any other Contractual action (e.g. remedial action plans) under previous contracts in place as at 28th February 2018 held between the Commissioners and Providers will remain in force under the terms and conditions of this contract.** |
| --- |

1. **Extension of Contract Term**

*To be included only in accordance with NHS Standard Contract Technical Guidance.*

|  |
| --- |
| 1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract], the Commissioners may opt to extend the Contract Term by 4 years. 2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 3 months before the original Expiry Date. 3. The option to extend the Contract Term may be exercised:    1. only once, and only on or before the date referred to in paragraph 2 above;    2. only by all Commissioners; and    3. only in respect of all Services 4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period. |

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

| [INSERT SERVICE SPECIFICATION] |
| --- |

1. **Indicative Activity Plan**

| **Not Applicable** |
| --- |

1. **Essential Services (NHS Trusts only)**

| **Not Applicable** |
| --- |

1. **Other Local Agreements, Policies and Procedures**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Policy** | **Documents** | | **Medication Management policy** | To obtain copies of these documents please contact:  Medicines Management team  NHS Nottingham City CCG  On telephone number 0115 883 3143 | | **Mental Capacity joint policy** | See Appendix A – Additional Documents for:  MCA P and P 2nd edition June2010 final.pdf | | **Provider Investigation Procedure** | See Appendix A – Additional Documents for:  Provider Investigation Procedure V1.pdf | | **Managing poor performance flowchart** | See Appendix A – Additional Documents for:  Managing Poor Performance.pdf | |

1. **Transfer of and Discharge from Care Policies**

| **[Not applicable**] |
| --- |

1. **Safeguarding Policies and Mental Capacity Act Policies**

| Nottingham and Nottinghamshire Multi Agency Safeguarding Vulnerable Adults Procedure for Raising a Concern and Referring  See Appendix A – Additional Documents for:  Safeguarding Vulnerable Adults Procedures.pdf  **Safeguarding Children Procedures and Practice Guidance Documents**  [**Insert**](http://www.nottinghamcity.gov.uk/article/23729/Safeguarding-Children-Procedures-and-Practice-Guidance-Documents) **Link** |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

|  |
| --- |
| **Funding Arrangements**  The pricing model will be in line with point 13 of the Service Specification. These rates incorporate travel time and travel costs. The rates will be reviewed annually in line with the National Living Wage and annual inflation.  Nottingham City Council will undertake benchmarking of the hourly rate annually. Benchmarking may also be triggered by certain market circumstances. The methodology and potential triggers for this are set out in this Schedule 3 – Payments.  **Benchmarking Principles**  During the lifetime of the contract, Nottingham City Council may conduct a benchmarking/open book exercise.  The purpose of the Benchmarking is to determine whether some or all of the Services in the specification delivered at a price to the Authority that is competitive in the marketplace with equivalent services provided by other suppliers.   The Charges for the Services are and will remain competitive with equivalent services (“Equivalent Services”) provided by other suppliers and the charges levied for such Equivalent Services and that the value and quality of the Services are of an appropriate industry standard.  **PAYMENTS AND INVOICING – Nottingham City Council**   1. **Rates**    1. Payments will be made based on an invoice received. Payments will only be made for hours of care/support delivered, therefore, a breakdown must be provided of services delivered to each citizen with each invoice supplied.   However, the intention is to produce a ‘provider portal’ whereby payments are made directly from our systems and payments will be driven by delivery information ‘uploaded’ by providers. Providers will be fully updated in relation to implementing this new system   * 1. The Purchaser shall pay the rates to the Provider as set out at point 13 of the Service Specification, which shall be reviewed at the start of the Purchaser’s financial year.   2. The rate for this service with effect from 1st March 2018 until 31 March 2019 will be in line with point 13 of the Service Specification   3. The rates shall be exclusive of VAT and does reflect the full cost of delivering services including travel costs, Bank holiday and Sundays.  1. **Invoicing Process**    1. Where the Purchaser is responsible for the management of an individual service user’s support, the Provider shall email an invoice to the Purchaser at the email address below (paragraph 2.4) at the end of each four-week period (the first four Week period starting on the Effective date). The week shall start on a Saturday and end on a Friday It is the responsibility of the Provider to ensure that these invoices are correct. Where an invoice is incorrect leading to a financial implication the Purchaser may reclaim any additional costs incurred from the Provider.    2. The Purchaser will make a payment within 30 days of receipt of a correct invoice    3. The Provider shall ensure that any payments made to any sub-contractors providing Services under this Agreement reflect at least the same terms as this Agreement in relation to payment provisions.    4. If an invoice is in error or there is a dispute as to its content, the Purchaser may not pay that invoice. The Purchaser and the Provider shall take all reasonable steps to speedily resolve any such issues.    5. Purchaser’s email address:   For Nottingham City Council and jointly funded packages with NHS Nottingham City CCG:  [ASC.paymentsinvoices@nottinghamcity.gov.uk](mailto:ASC.paymentsinvoices@nottinghamcity.gov.uk)   * 1. Invoices must clearly identify the correct Contact – ASC Payments Team   2. Appropriate references shall include:   + Unique invoice reference number   + Date of invoice   + Provider address, contact name and telephone number   + Purchaser’s name and address   + Appropriate contact name as instructed by the Purchaser   + Vat registration number( if applicable)   + Period covered by the invoice   + Charge Rates   + Service User ID   + Service User initials   1. Invoices must be broken down into separate lines dependent on care delivery as follows   Outreach CSE  Standard rate  Enhanced Rate  Accommodation Based CSE  Standard rate  Enhanced rate  Waking Nights  Enhanced Waking Night   * 1. Where contingency hours have been agreed with the Care Manager these need to recorded on a separate line  1. **Errors, Over Payments, Underpayments**    1. Where items on the invoice do not match our internal records, the Purchaser will report this to the Provider. The Provider will respond within 10 working days, with either corrected details or a reasonable explanation for the discrepancy.    2. Where items on the invoice are in dispute the 30 days payment period no longer applies, although every effort will be made to resolve the query speedily.    3. In the event that the Purchaser overpays the Provider for whatever reason, the Provider shall issue to them a credit note. In the event that no further payments are due to the Provider, the Provider shall pay the Purchaser the amount of the over payment within 30 days of receipt of written demand from the Purchaser. 2. **Death of a Service User**    1. In the event of the Death of a Service User the Provider will notify all interested parties, including relatives, and give notice to the Nottingham Health and Care Point and the Care Quality Commission within 24 hours of the death of the Service User. No further invoices will be paid upon receipt of this information. 3. **Late invoicing**    1. Late invoicing may result in delayed payment and additional costs to the Provider. 4. **Unresolved disputes about payment**      * 1. Where agreement cannot be reached between the Purchaser and the Provider in relation to any disputed item, the dispute will be dealt with in accordance with the Dispute Resolution Procedure in this Contract.  1. **Charging Policy**    1. The Provider must complete the appropriate activity template (for guidance and templates, see Appendix A) If the Provider is late in submitting any required Returns information the Purchaser may levy reasonable costs that it has incurred against the Provider.    2. Data should be provided on a Saturday to Friday basis. Data should be received no later than the Wednesday the following week. If data is not received, Nottingham City Council will be unable to charge service users which may result in the Purchaser recovering these costs from the Provider.    3. Lateness of submission of Activity Returns and/or any data quality issues will result in delayed payments. 2. Nottingham City CCG Payments Process for fully funded Continuing Healthcare Packages   TO BE INSERTED |

1. **Local Variations**

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at:* [*https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor*](https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor)*) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

| **Not Applicable** |
| --- |

1. **Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:*

[*https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor*](https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor)*). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

| **Not Applicable** |
| --- |

1. **Expected Annual Contract Values**

| **Not Applicable** |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** |
| --- | --- | --- | --- | --- | --- |
| ***E.B.4*** | ***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test\**** | ***Operating standard of no more than 1%*** | ***Review of Service Quality Performance Reports*** | ***Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Monthly*** |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with Regulation 20 of the 2014 Regulations | Review of Service Quality Performance Reports | Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate | Monthly |

|  |
| --- |
| In respect of the Operational Standard shown in ***bold italics*** the provisions of SC36.27A apply. |
| \* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19,* available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf> |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Specification** |
| --- | --- | --- | --- | --- | --- |
| **Citizens are enabled to better manage their own care and support needs**  Applicable to OUTREACH:   * Citizens with mental ill health are enabled to manage their own care and support needs and:   + exit the service following a period of 6 months   + require less assistance from the service (equivalent to a reduction of 30% of funding of their individual package of support agreed on entry to the service) * Citizens with a learning disability are enabled to manage their own care and support needs with less assistance from the service (equivalent to a reduction of 10% of funding of their individual package of support agreed on entry to the service) following a period of 6 months   Applicable to ACCOMMODATION BASED:   * Citizens with mental-ill health are enabled to manage their own care and support needs with less assistance from the service (equivalent to a reduction of 30% of funding of their individual package of support agreed on entry to the service) following a period of 6 months * Citizens with a learning disability are enabled to manage their own care and support needs with less assistance from the service (equivalent to a reduction of 10% of funding of their individual package of support agreed on entry to the service) following a period of 6 months | 50% of citizens  95% of citizens  95% of citizens  95% of citizens  95% of citizens | Quarterly monitoring template  Quarterly monitoring template  Quarterly monitoring template  Quarterly monitoring template  Quarterly monitoring template  Quarterly monitoring template | (All requirements)  Action Plan to address concerns. Where unresolved, further action can be taken at the discretion of the commissioner under GC9, GC16 and GC17 of this contract. | (All requirements)  2 weeks deadline for provider to draw up plan.  Further action at the discretion of the commissioner. | (All requirements)  Care Support and Enablement – all “Lots” |

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Specification** |
| --- | --- | --- | --- | --- | --- |
| **Overall Quality of Service Delivery** | RAG Rating Green | Quality Monitoring Framework and/or  CCG I-care tool | Action Plan to address concerns followed by further Commissioner visit(s).  If issues remain unresolved after a reasonable period a Contract Performance Notice and/or subsequent process in accordance with GC9 of General conditions (document three referred to on page TBC of this document). If the issues remain then further action will be considered in line with GC16 (Suspension) and GC17 (Termination)  If breaches are considered to be a threat to the health and safety of citizens, then a Suspension under GC16 or Termination under GC17 will be considered even before an Action Plan is requested.  If issues identify high risk Safeguarding concerns the Provider Investigation Process (PIP) (Appendix A) will be instigated. | 2 weeks deadline for provider to draw up plan.  Immediate | Care Support and Enablement – all “Lots” |
| Number of clients accessing the service | 95% of those referred are able to access the service. | Quarterly Monitoring Template | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. | After 2 consecutive quarters  Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens exiting the service, broken down by   * Exiting to lesser forms of support * Achieving complete independence * Entering more intensive forms of support/care | Report on 100% of citizens leaving the service | Quarterly Monitoring template | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. | Immediate | Care Support and Enablement – all “Lots” |
| Length of engagement with the service. Number of citizens leaving the service who have been engaged with it:   * Between 1 year – 2 years * Between 2 years – 4 years * Over 4 years, including reasons | Report on 100% of citizens leaving the service | Quarterly Monitoring template | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting.  Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
|  |  |  |  |  |  |
| Number of packages increased |  | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of complaints – broken down by theme | Provider to report on all complaints received | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. | Immediate | Care Support and Enablement – all “Lots” |
| Number of safeguarding referrals - broken down by theme | Provider to report on all safeguardings | Quarterly monitoring | Failure to report may instigate “PIP”/safeguarding proceedings | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who have been supported by the service to participate in training and education | 80% of those who are willing and able to do so | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who have been supported by the service to participate in work-like activities | 80 % of those who are willing and able to do so | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens supported by the service to participate in leisure/cultural/faith/informal learning | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens enabled with additional life skills (eg drink preparation, meals and cooking, washing etc) | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens enabled by the service to maintain their property in line with their tenancy/license requirements | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who now better manage their physical and mental health | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who now better manage their personal safety (eg travel, keeping unwanted visitors away from their property etc) | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who have been supported by the service to maintain their accommodation and avoid eviction | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who have been supported to access assistive technology/aids and adaptations in helping to maintain independence | 100% of those who require this | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Number of citizens who have been given more choice & control over decisions that relate to their care and this is evidenced in a robust care/support plan | 100% | Quarterly monitoring | Action Plan to address concerns. Contract Performance Meeting and/or Contract Review Meeting. Referral to operational teams | Immediate | Care Support and Enablement – all “Lots” |
| Staffing levels including turnover, staff satisfaction survey and exit interviews |  | Annual Report & Contract Review | Failure to report will instigate Contract Management process as per GC9 in the contract | Immediate | Care Support and Enablement – all “Lots” |
| Citizen satisfaction survey | 50% return | Annual Report & Contract Review | Failure to report will instigate Contract Management process as per GC9 in the contract | Immediate | Care Support and Enablement – all “Lots” |
| Citizen satisfaction survey | 95% of citizens are satisfied with the service | Annual Report and Contract Review | Failure to report will instigate Contract Management process as per GC9 in the contract | Immediate | Care Support and Enablement – all “Lots” |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Commissioning for Quality and Innovation (CQUIN)**

**CQUIN Table 1: CQUIN Indicators**

| **Not Applicable** |
| --- |

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at   <http://content.digital.nhs.uk/article/5073/Central-Register-of-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 |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | Quarterly | To be Confirmed | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | To be Confirmed | [For local agreement] |
| 1. 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 | [For local agreement] | To be Confirmed | [For local agreement] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | Annually | To be Confirmed | [For local agreement] |
| 1. Summary report of all incidents requiring reporting 2. – Serious incidents 3. Medication Errors 4. Safeguardings | Annually | Summary Report and Contract Review meeting | [For local agreement] |
| **Local Requirements Reported Locally** |  |  |  |
| Staffing levels, including   * Staff turnover * Results from staff satisfaction survey * Exiting survey result summary | Annually | Contract review meeting | Summary Report to be sent to [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) at least a week in advance of the Contract Review Meeting |
| Overall Quality of Service Delivery | Annually | Quality Monitoring Framework (Adult Social Care) and I-Care tool (Clinical Commissioning Group) both tools as located at Appendix A of this contract | Annually. |
| Number of clients accessing the service | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens exiting the service, broken down by   * Exiting to lesser forms of support * Achieving complete independence * Entering more intensive forms of support/care | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Length of engagement with the service. Number of citizens leaving the service who have been engaged with it:   * Between 1 year – 2 years * Between 2 years – 4 years * Over 4 years, including reasons | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of package reductions | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of packages increased | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of complaints – broken down by theme | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of safeguarding – broken down by theme | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens who have been supported by the service to participate in training and education | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens who have been supported by the service to participate in work-like activities | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens supported by the service to participate in leisure/cultural/faith/informal learning | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens enabled with additional life skills (e.g. drink preparation, meals and cooking, washing, etc) | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens enabled by the service to maintain their property in line with their tenancy/license requirements (e.g. hoarding, tidiness, good state of repair etc) | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens who have been supported by the service to maintain their accommodation and avoid eviction (e.g. paying rent & bills etc) | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Number of citizens who now better manage their personal safety (e.g. travel, keeping unwanted visitors away from their property etc) | Quarterly | Quarterly Monitoring Template located at Appendix A | Quarterly – information to be submitted at the end of the first week of the next Quarter. Dates to be set by Commissioners in advance and returns to be submitted to  [Contracting@nottinghamcity.gov.uk](mailto:Contracting@nottinghamcity.gov.uk) |
| Citizen Satisfaction survey | Annually | Report to be submitted in advance of the Contract review | One week in advance of the Contract Review |

\* In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the *Data Services for Commissioners Resources* webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

1. **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** |
| **NHS Serious Incident Framework March 2015**  **See link below to view the revised Serious Incident Framework**  <http://www.england.nhs.uk/ourwork/patientsafety/serious-incident/> |

# SCHEDULE 7 – PENSIONS

**Insert text locally (template drafting available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**) or state Not Applicable**

# SCHEDULE 8 – TUPE\*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
   1. any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
   2. any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person’s working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person’s detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
   3. any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner’s request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
   1. terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
   2. increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
   3. propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;
   4. replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
   5. assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
   1. the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
   2. claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
   3. any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

**COSOP** means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000 (Revised December 2013)

**TUPE** meansthe Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Transfer of Undertakings Directive 2001/23/EC

APPENDIX A – ADDITIONAL DOCUMENTS

| **Document Title** | **Embedded Document** |
| --- | --- |
| Mental Capacity joint policy |  |
| Provider Investigation Procedure |  |
| Managing poor performance flowchart |  |
| Safeguarding Vulnerable Adults Procedures |  |
| Payment Schedule 3A.pdf | [CCG TO SUPPLY] |
| Quarterly monitoring return | [TO FOLLOW] |
| QMF Report Template.doc |  |
| CCG ICare Tool |  |
| Care Report Meds Management |  |
| SI Template (Nottingham City).docx |  |
| CSE Outreach Activity Return - Guidance |  |
| CSE Outreach Activity Return - Template |  |
| CSE Supported Living Activity Return - Guidance |  |
| CSE Supported Living Activity Return - Template |  |

© Crown copyright 2016

First published: November 2016

Published in electronic format only