

## SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
LQR 2	<p>Each relevant clinical team achieves level 2 or above compliance with the requirements of the Early Intervention in Psychosis Scoring Matrix effective treatment domain</p> <p>BCH – data not currently captured. Added to DQIP as an action</p>	98%	<p>Numerator: number of relevant team numbers achieved level 2 or above</p> <p>Denominator: relevant team numbers that should achieves level 2 or above</p>	Annual in March 23		MH, MHSS
LQR 7	<p>Care and Treatment Reviews</p> <p>Where no Care and Treatment Review has been undertaken prior to admission, a Care and Treatment Review must be completed within 28 days of date of admission where the Service User is an adult (over 18)</p> <p>(See SC6.11)</p> <p>Further work required to capture CTR data. Added to DQIP as an action</p>	99%	<p>Numerator: The number of care and treatment reviews undertaken within 28 days of admission where it has not been undertaken prior to admission.</p> <p>Denominator: The number of care and treatment reviews undertaken where it has not been undertaken prior to admission.</p>	Quarterly	SC6 SC6.11	LD, MH, MHSS
LQR 8	Care and Treatment Reviews	99%	Numerator: The number of care and treatment reviews undertaken within	Quarterly	SC6.11	LD, MH, MHSS

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
	<p>Where no Care and Treatment Review has been undertaken prior to admission, a Care and Treatment Review must be completed within 14 days of admission where the Service User is aged under 18            (See SC6.11)</p> <p>BCH - Further work required to capture CTR data. Added to DQIP as an action</p>		<p>14 days of admissions where it has not been undertaken prior to admission and the service user is aged under 18.</p> <p>Denominator: The number of care and treatment reviews undertaken admission where it has not been undertaken prior to admission and the service user is aged under 18.</p>			
<b>LQR 9</b>	<p>Care and Treatment Reviews</p> <p>Once a Service User has been admitted, a further Care and Treatment Review must be completed at least every 12 months for adult Service Users in secure settings. (Over 18)            (See SC6.12)</p> <p>Further work required to capture CTR data. Added to DQIP as an action</p>	99%	<p>Numerator: The number of patients who have completed a care and treatment reviews who require a 12 month review within the reporting period.</p> <p>Denominator: The total number of patients who require a 12 month care and treatment review within the reporting period</p>	Quarterly	SC6.12	LD, MH, MHSS
<b>LQR 10</b>	Care and Treatment Reviews	99%	Numerator: The number of under 18 patients who	Quarterly	SC6.12	LD, MH, MHSS

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
	<p>Once a Service User has been admitted, a further Care and Treatment Review must be completed at least every three months where the Service User is aged under 18.                      (See SC6.12)</p> <p>Further work required to capture CTR data. Added to DQIP as an action</p>		<p>have completed a care and treatment reviews who require a 3 month review within the reporting period.</p> <p>Denominator:                      The total number of patients of under 18 patients who require a 3 month care and treatment review within the reporting period</p>			
<b>LQR 11</b>	<p>IP Screening for smoking = and alcohol usage.</p> <p>Form exists on RIO, but further work required to ensure usage across Trust. Added to DQIP as an action</p>	95%	<p>Numerator: Number of inpatients screened for smoking or alcohol consumption</p> <p>Denominator: Number of inpatients</p>	Quarterly	SC8.7	A, MH, ICP
<b>LQR 12</b>	<p>Following IP screening, onward referral to smoking cessation and alcohol advisory services</p> <p>As per LQR11. Added to DQIP as an action</p>	90%	<p>Numerator: Number of onward referrals made</p> <p>Denominator: Number of patients screened that were positive for either smoking, and/or consume amounts of alcohol in excess of guidelines</p>	Quarterly	SC8.7	A, MH, MHSS, ICP
<b>LQR 26</b>	<p>All clinic letter notification assurance. Following an outpatient service, the</p>	>=90%	<p>Numerator: = Number of clinic letters issued in</p>	Monthly	SC11	All OP

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
	<p>provider will communicate any service user ongoing care and treatment requiring prompt action to the service user GP within 7 days.</p> <p>BCH – no current way of measuring. Added to DQIP as an action</p>		<p>accordance with SC11 (7 days)</p> <p>Denominator: Number of attendances requiring a prompt GP action by the service user GP.</p>			
<b>LQR 27</b>	<p>All            All discharge notification assurance. The Provider will issue a Discharge Summary to the service user GP and/or referrer and any relevant third party provider of health or social care using the applicable delivery method, within 24 hours of transfer or discharge from an inpatient, day case or A &amp; E service.</p> <p>Information is captured, but developmental work required to enable reporting. Added to DQIP as an action</p>	>=90%	<p>Numerator:            Number of discharge summaries issued in accordance with SC11.5 (24 hrs)</p> <p>Denominator: number of transfers/discharges from inpatient/ daycase/ A&amp;E services.</p>	Monthly	SC11	All IP
<b>LQR 28</b>	<p>On discharge from inpatient care and where clinically appropriate, the provider shall refer into the NHS Discharge Medicines Service, in accordance with the NHS Discharge Medicine Service Toolkit as applicable to the Provider.</p>	95%	<p>Numerator: Number of discharges clinically appropriate</p> <p>Denominator: Number of discharges</p>	Monthly	SC11.13	A, MH, MHSS

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
	BCH – data not currently captured. Added to DQIP as an action					
LQR 34	Acute patients will receive a nutritional assessment. Patients will have a nutritional assessment completed using a nationally recognised tool. (MUST TOOL)  MUST tool only used in Sandwell and Wolves. Added to DQIP as an action	>=95%	Numerator: The number of patients receiving a nutritional assessment through the MUST tool.  Denominator: The total number of patients who require a nutritional assessment.	Monthly	BAPEN Guidance	A, MH, ICP
LQR 35	PHB Offer for PHB is made to patients in the following circumstances: <ul style="list-style-type: none"> <li>- certain patient groups have a legal right to a PHB, and commissioners and providers should ensure that, as a minimum, these rights are upheld and promoted. Legal rights to have a PHB are currently in place for:</li> <li>- people entitled to NHS CHC (or Continuing Care for Children);</li> <li>- people who are entitled to NHS wheelchairs; and</li> <li>- people who require aftercare services under</li> </ul>	< = 0	<i>The total number of recorded PHBs in line with guidance:</i> <a href="https://www.england.nhs.uk/publication/personal-health-budgets-mandatory-data-collection-guidance-and-data/">https://www.england.nhs.uk/publication/personal-health-budgets-mandatory-data-collection-guidance-and-data/</a>	Monthly	21/22 Planning Guidance  And previously 20/21 Contract Technical Guidance section 28.2	

Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
	<p>section 117 of the Mental Health Act</p> <p>(Refer to Schedule 2M for plans and operational arrangements for implementation.)</p> <p>BCH – data not currently captured.            Added to DQIP as an action</p>					
<b>LQR 36</b>	Completion and compliance with the Safeguarding and CYPiC Dashboard	100%	Completion and demonstrated compliance of the standards included within the Safeguarding assurance dashboard as attached	Recorded Monthly Reported Quarterly	SC 32	All
<b>LQR 37</b>	<p><b>SEND</b></p> <p>Health information and advice returned to LA within 6 weeks of the EHCP request.</p>	95%	Monthly SQPR	Monthly	SEND code of Practice	
<b>LQR 38</b>	<p><b>CAMHS</b></p> <p>Percentage of children referred (from all sources) who have had initial assessment and treatment appointments within 18 weeks.</p>	>=90%	Monthly SQPR	Monthly		

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	(Breakdown of DNAs to be included in Exception Reports)					
<b>LQR 39</b>	<p><b>Core 24 Standard</b></p> <p>Any person experiencing a mental health crisis should receive a response from the liaison mental health service within a maximum of 1 hour of the service receiving a referral.</p>	85%	Monthly SQPR	Monthly	LTP/ NICE Guidance	
<b>LQR 40</b>	<p><b>Core 24 Standard</b></p> <p>% of Crisis assessments carried out within 4 hours</p> <p>Within 4 hours of arriving at an emergency department or being referred from a ward, any person experiencing a mental health crisis should have received the appropriate response or outcome to meet their needs and have an evidence-based care package (informed by NICE) in place.</p>	85%	Monthly SQPR	Monthly	LTP/NICE Guidance	

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Ref	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification	Application
LQR 41	<p><b>Core 24 Standard</b></p> <p>% of Urgent assessments carried out within 24 hours</p> <p>a full assessment taking place within 24 hours of referral.</p>	85%	Monthly SQPR	Monthly	LTP/NICE Guidance	
LQR 42	<p><b>IPS Services</b></p> <p><b>Number of people accessing IPS services</b></p>	<p>966 Year End Target</p> <p>Q1 = 517 Q2 = 667 Q3 = 799 Q4 = 966</p> <p>Cumulative YTD</p>	Monthly SQPR	Monthly	LTP	
LQR 43	<p><b>Perinatal Services</b></p> <p><b>Number of women accessing specialist community Perinatal MH and Maternal MH services</b></p>	<p>1586 year end target</p> <p>Q1 = 330 Q2 = 690 Q3 = 1136 Q4 = 1586</p> <p>Cumulative YTD</p>	Monthly SQPR	Monthly	LTP	

**Attached are a specific set of KPIs, associated with MASH and the service specification included in Schedule 2.**



Copy of MASH KPI  
Dashboard 2022 BC.x

**Attached is the jointly agreed reporting schedule for CQRMs**



BCHFTH CQRM  
Forward Planner (Apr

**Attached is the updated SQPR**



2022-23 BCWB CCG  
SQPR.xlsx

NB: National Quality Requirements are in Annex A of the 2022/23 Service Conditions (Full Length)

## SCHEDULE 5 – GOVERNANCE

### A. Documents Relied On

The following two documents have been developed by the Trust and formed part of the board paper for final authorisation of the MHLDA Lead Provider arrangements.

#### Governance Framework

This Governance Framework outlines how Black Country Healthcare NHS FT will discharge its new duties as the Lead Provider (LP) for Mental Health, Learning Disability & Autism (LDA) services across the Black Country anticipated from 1 July 2022.

A key aim of the ICS in the Black Country is to bring commissioning and service provision closer together in order to improve collaboration across system partners. This process began in 2020 for LDA with the decision to integrate commissioning, case management and provision through a LP contracting arrangement; with care pathway responsibility transferring to BCHFT in October 2020. This document sets out the governance including quality assurance arrangements for LDA and Mental Health Services under the Lead Provider contract and clarifies the ongoing responsibilities for the CCG/ICB. The framework is intended to provide a high-level description of the governance arrangements including for quality assurance in terms of how decisions are made; outline reporting flows; where assurances will be sought, and the structures put in place to ensure the Trust and CCG/ICB acts within its powers and discharges responsibilities correctly and appropriately. In doing so the document sets out and clarifies roles and responsibilities between the Trust as LP and the CCG/ICS as the overall accountable organisation.



Lead Provider  
Governance Framework

#### Quality Assurance Framework

The CCG (from 1 July 2022 the ICB) has a statutory duty to maintain and improve the quality of people's care and health outcomes with specific responsibilities in relation to quality. This extends to include continuous improvement in the quality of commissioned services and outcomes in relation to safety, effectiveness and patient experience. Under the new LP Contract some of these responsibilities have been delegated to BCHFT; this will be covered in the next section.

Given BCHFT's new quality assurance duties especially in relation to the sub-contracted services (as well as its own services) and new operating model it is essential there is a framework in place to ensure these are being managed and met effectively hence the development of this Framework/SOP. This document outlines how Black Country Healthcare NHS FT (BCHFT) will discharge and manage its duties in relation to quality assurance and improvement as Lead Provider (LP).



Lead Provider  
Quality Assurance Framework

#### Contracting, Quality and Finance Principles

The original business case for the Lead Provider included agreed Principles for Contracting and Quality, developed by the respective sub-groups. They are included here for completeness, along with updated Finance principles



Contracting  
principles (MHLP).doc



Quality Principles  
(MHLP).docx



MH Lead Provider  
Finance Principles V8

In addition to the set of Finance principles, local agreement has been reached regarding liability for individual cases and particularly decisions made prior to the commencement of Lead Provider arrangements.

*The Parties agree that Black Country ICB is liable for any material net overall liabilities that arise as a result of ICB/CCG actions before the transfer date of 1st July 2022. When it appears that such a liability has arisen, the Trust will meet with the ICB to agree an appropriate way forward to minimise and mitigate the liability and risk/cost to the system. In the event that no agreement is reached, this will be managed through a local dispute resolution process. This will be formally monitored through the Joint Oversight Committee, including determining how any costs are managed prior to a resolution being reached.*

### **Quality Assurance Transition Agreement**

This document outlines the transitional arrangements for quality assurance responsibilities following the award of the Lead Provider contract for Mental Health & LDA Services across the Black Country. The agreement commences 1 July 2022 and runs until 1 Oct 2022.



QA Transition Plan  
June 2022 V2 Final.rtf

## SCHEDULE 5 - GOVERNANCE

### B. Provider's Material Sub-Contracts

Sub-Contractor	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	Notes
Royal Wolverhampton Trust	<ul style="list-style-type: none"> <li>• Dietetics</li> <li>• EEG</li> <li>• Microbiology</li> <li>• Pathology</li> <li>• Radiology</li> <li>• Clinical Engineering</li> <li>• PAS system access</li> </ul>	April 2022 – March 2023	Yes	Data Processor	Sub-contracts currently managed by BCHFT
Dudley Group of Hospitals	<ul style="list-style-type: none"> <li>• Orthotics support to Paediatric Physiotherapy Clinics</li> <li>• Orthotics support to Adult Learning Difficulties Clinics</li> <li>• Community Orthoptics Service</li> <li>• Dietetics</li> <li>• Pathology</li> <li>• Radiology</li> </ul>	April 2022 – March 2023	Yes	Data Processor	
Sandwell & West Birmingham Hospitals	<ul style="list-style-type: none"> <li>• Foot health</li> <li>• Nutrition and Dietetics</li> </ul>	April 2022 – March 2023	Yes	Data Processor	

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	<ul style="list-style-type: none"> <li>• Pathology</li> <li>• Radiology</li> <li>• Microbiology</li> <li>• Clinical Library</li> <li>• Phlebotomy</li> <li>• Haematology</li> <li>• Immunology</li> </ul>				
Walsall Healthcare	<ul style="list-style-type: none"> <li>• Dietetic</li> <li>• Haematology</li> <li>• Immunology</li> <li>• Phlebotomy</li> <li>• Pathology</li> <li>• Radiology</li> <li>• Speech and Language</li> <li>• Orthotics</li> </ul>	April 2022 – March 2023	Yes	Data Processor	
Silvercloud	IAPT Digital Solution	August 2021 – July 2022	Yes	Data Processor	
Our Roots	IAPT CBT and counselling	April 2022 – August 2022	Yes	Data Processor	
Priory Healthcare	Acute inpatient beds at Lakeside View	April 2022 – March 2023	Yes	Data Processor	
Barnardo's	Supporting CAMHS crisis liaison in acute ED's	Start date: August/Sept 2022 (TBC). Duration 12 months.	Yes	Data Processor	
Fairview Health Ltd	Pharmacy Services	Oct 2020 – Sept 2024	Yes	Data Processor	
Prometheus	Secure patient transport	Aug 2019 – TBC (rolling contract currently in place. A procurement process is taking place which may result in a different provider for this service February 2023 onward).	Yes	Data Processor	

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JN Healthcare Group Limited	Crash Pad	October 2021 – October 2022	Yes	Data Processor	TCP sub-contract currently managed by BCHFT
ACCI	MH Community service 1-1 support, group sessions for African Caribbean community	July 2022 – March 2023	Yes	Data Processor	Contracts which will transfer from BCWB CCG to BCHFT
Green Square Accord	MH Residential - Step Down/Rehab beds. Crisis beds. Dementia Services	July 2022 – March 2023	Yes	Data Processor	
Autism West Midlands	Service deals with employment issues for 16+- focus on social groups and "in work" support, plus advice and guidance	July 2022 – March 2023	Yes	Data Processor	
Base 25	MH Community counselling support, 1-1 group sessions, drop ins (Adults)	July 2022 – March 2023	Yes	Data Processor	
Base 25	Crisis Café	July 2022 – March 2023	Yes	Data Processor	
Cygnat	MH In Patients	July 2022 – March 2023	Yes	Data Processor	
Kaleidoscope Plus	CAMHS Tier 2: PMHW x 7 Emotional MH and wellbeing	July 2022 – March 2023	Yes	Data Processor	
Kaleidoscope Plus	Crisis Café	July 2022 – March 2023	Yes	Data Processor	
Murray Hall Community Trust (T2 - Getting Help)	Emotional health and wellbeing for children and young people	July 2022 – March 2023	Yes	Data Processor	
P3 (People, Possibilities, Potential)	18+ MH crisis beds - accommodation, step down. Support patients who are homeless or at risk of becoming homeless during their stay in hospital.	July 2022 – March 2023	Yes	Data Processor	
Priory	Rehab beds – Middleton St George	July 2022 – March 2023	Yes	Data Processor	
Rethink Mental Health	24/7 Helpline	July 2022 – March 2023	Yes	Data Processor	
Rethink Mental Health	Crisis Café	July 2022 – March 2023	Yes	Data Processor	

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S12 Solutions	MH APP for AMPHS and S12 Doctors	July 2022 – March 2023	Yes	Data Processor	
WPH Counselling and Education Service	Counselling and Education Services	July 2022 – March 2023	Yes	Data Processor	
Kooth	Online children's counselling	July 2022 – March 2023	Yes	Data Processor	
Birmingham and Solihull Mental Health NHS Foundation Trust	Mental Health/Perinatal Services	July 2022 – March 2023	Yes	Data Processor	
Midlands Partnership NHS Foundation Trust (formally SSOTP)	Community MH Services	July 2022 – March 2023	Yes	Data Processor	
Base 25	MH Community counselling support, 1-1 group sessions, drop ins (Adults)	July 2022 – March 2023	Yes	Data Processor	
Rethink Mental Health	Counselling and Education Services	July 2022 – March 2023	Yes	Data Processor	
Rethink Mental Health	Suicide Bereavement Support Service	July 2022 – March 2023	Yes	Data Processor	Sub-contracts to be managed by BCHFT (with DIHC as Head Contract).
ACCI	Mental Health (IPC)	April 2022 – March 2023	Yes	Data Processor	
Birmingham and Solihull Mental Health NHS Foundation Trust		April 2022 – March 2023	Yes	Data Processor	
Cygnets Healthcare	MH Inpatient unit	April 2022 – March 2023	Yes	Data Processor	
Partnerships in Care (Beverly House)	MH (IPC)	April 2022 – March 2023	Yes	Data Processor	
Worcestershire Health and Care NHS Trust	MH Services	April 2022 – March 2023	Yes	Data Processor	

## SCHEDULE 5 - GOVERNANCE

### C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
<b>Black Country Integrated Care Board is the Co-ordinating Commissioner. The attached document sets out the relevant roles and responsibilities</b>	 Sch5C_Roles and responsibilities.docx

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

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
<b>National Requirements Reported Centrally</b>				
1. As specified in the Data Alliance Partnership Board Schedule of Approved Collections published on the NHS Digital website at <a href="https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections">https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections</a> 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	<b>All</b>
1a. Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements published by NHS Digital at <a href="https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/emergency-care-data-set-ecds/ecds-latest-update">https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/emergency-care-data-set-ecds/ecds-latest-update</a>	As set out in relevant Guidance	As set out in relevant Guidance	Daily	<b>A+E, U</b>
2. Patient Reported Outcome Measures (PROMS) <a href="https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms">https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms</a>	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	<b>All</b>
<b>National Requirements Reported Locally</b>				
1a. Activity and Finance Report	Monthly	If and when mandated by NHS Digital, in the format specified in the relevant Information Standards Notice	Within 10 Operational Days of the end of the month to which it relates. Please email to:	<b>A, MH</b>

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
		(DCB2050)	<a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	
	Monthly	Excel	Within 10 Operational Days of the end of the month to which it relates. Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>All except A, MH</b>
<p>2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour, including, without limitation:</p> <p>A) details of any thresholds that have been breached 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</p>	Monthly	<p>Excel</p> <p>Provide separate worksheets within the SQPR, for Breach exceptions report (to include items a to c)</p> <p>Insert SQPR</p> <p>Exception Report Template</p>	<p>Within 15 Operational Days of the end of the month to which it relates</p> <p>Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a></p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>
3. Where CQUIN applies, CQUIN Performance Report and details of progress towards satisfying any CQUIN Indicators, including details of all CQUIN Indicators satisfied or not satisfied	Quarterly at CQRM	Word and/or Excel	<p>Within 10 Operational Days of the end of the month to which it relates.</p> <p>Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a></p>	<b>All</b>
<p>4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints</p> <p>Report to include:</p>	Monthly	Word and Excel. Month on month run charts data with trend lines	<p>Within 10 Operational Days of the end of the month to which it relates.</p> <p>Please email to:</p>	<b>All</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
Compliments, Complaints & PALs Report by division 1. Compliments – Number and Themes 2. Complaints – Number and Themes 3. Complaint Acknowledgement - Days 4. Complaint Completed – within identified timeframes 5. Complaints against Activity 6. Complaints satisfaction survey returned 7. Service user survey results and actions 8. Ombudsman – number of cases 9. Litigation/claims 10. Analysis/actions/themes/lessons learned for all issues 11. FFT response rates and 12. recommendations for Child and Adolescent MH services, MH other and LD 13. Patient Stories			<a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	
5. 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	<b>All</b>
6. Summary report of all incidents requiring reporting 1. High level incident overview by Division/service/Number and type 2. Severity 3. Insight into moderate and above which haven't met SI criteria- outcome and consideration of DOC 4. Themes and trends analysis which includes no and low harm  Serious Incidents 1. New SI's – number/summary	Monthly	Word and/ or excel. Month on month data, run charts, data with trend lines.	Within 10 Operational Days of the end of the month to which it relates. Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>All</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
<p>2. Closed SI's including those with on-going actions – number/summary of themes identified.</p> <p>Duty of Candour (DOC)</p> <p>1. Number applicable in month</p> <p>1. Contents of any moderate SI will reference compliance with DoC process.</p> <p>Response to NRLS report (to be included in incidents report)</p>				
<p>7. Data Quality Improvement Plan: report of progress against milestones</p>	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	<b>All</b>
<p>8. 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  <a href="https://digital.nhs.uk/isce/publication/isb1594">https://digital.nhs.uk/isce/publication/isb1594</a></p>	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	<b>A A+E U</b>
<p>9. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (<i>Staff</i>)</p> <p>Workforce &amp; Staffing BY STAFF GROUP AND DIVISION Report (GC 5.5)</p> <p>1. Staff sickness absence rates</p> <p>1. Staff Turnover rates</p> <p>2. Vacancy rates by staff group &amp; division</p>	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	Word and/or Excel	Within 10 Operational Days of the end of the period to which it relates. <b>Annual in June for the previous financial year period.</b>  Submit to the	<b>All</b>

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
3. Agency usage (WTE) 4. Bank usage (WTE) 5. Appraisal rates (%) 6. Mitigating action plan 7. Staff Experience FFT 8. Mandatory training rate 9. Safer staffing by division 1. % registered nurse days 2. % care staff days 3. % registered nurses nights 4. % care staff nights 5. Overall fill rate 6. Mitigating actions 7. Staff experience FFT			Coordinating Commissioner via email: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	
10. Report on compliance with the National Workforce Race Equality Standard	Annually	Word and/or Excel	Within 10 Operational Days of the end of the period to which it relates. <b>Annual in June for the previous financial year period.</b> Send to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>All</b>
11. Report on compliance with the National Workforce Disability Equality Standard (NHS Trust/FT only)	Annually	Word and/or Excel	Within 10 Operational Days of the end of the period to which it relates. <b>Annual in June for the previous financial year period.</b> Send to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>All</b>
12. Where the Services include Specialised Services	As set out at	As set out at	As set out at	<b>All</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
and/or other services directly commissioned by NHS England, specific reports as set out at <a href="https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/">https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</a> (Where not otherwise required to be submitted as a national requirement reported centrally or locally)	<a href="https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/">https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</a>	<a href="https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/">https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</a>	<a href="https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/">https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</a>	
13. Report on performance in reducing Antibiotic Usage in accordance with SC21.3 ( <i>Infection Prevention and Control and Staff Vaccination</i> ) (NHS Trust/FT only) (To reduce its Broad Spectrum Antibiotic Usage from the 2018 Broad Spectrum Antibiotic usage baseline by 4.5% by 31 <sup>st</sup> March 2023 and 6.5% by 31 <sup>st</sup> March 2024)	Annually	Excel or Word	Within 10 Operational Days of the end of the period to which it relates. <b>Annual in June for the previous financial year period.</b> Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>A</b>
14. Report on progress against Green Plan in accordance with SC18.2 (NHS Trust/FT only)	Annually	Word, Excel and/or Link to publication on website	Within 10 Operational Days of the end of the period to which it relates. <b>Annual in June for the previous financial year period.</b> Submit via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	<b>All</b>

The numbering of this section may not be consecutive as they may be some requirements that are not applicable to the services provided under this Contract.

Local Requirements Reported Locally
The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement.

[Otherwise, for local agreement]						
Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
LIR 1	Minimum Data set as defined	Monthly	Excel	Within 15 Operational Days of the end of the month to which it relates. Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	All	
LIR 4	Completion of the national MHSDS and IAPT Data sets (compliance with MHSDSv4.0, ISN)	As required nationally	As required nationally	As required nationally	All providers of MH and IAP services	MH Improvement plan
LIR 5	From each Mental Health Trust within the system, baseline establishment and substantive staff as per the end of 2022/23  ICs should provide the same information for non-Mental Health Providers and non-NHS Providers. ICs/STPs and Mental Health Trusts should prepare for a further collection to cover the remaining years of the LTP during 2022/23, and should consider their LTP workforce strategy in completing this collection.	As required nationally	<a href="https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/mental-health-data-hub/mental-health-and-learning-disabilities-workforce-in-the-nhs">https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/mental-health-data-hub/mental-health-and-learning-disabilities-workforce-in-the-nhs</a>	As required nationally	Acute (Maternity/perinatal MH) MH Trusts and providers of IAPT, Community Mental Health Providers	Planning Guidance
LIR 6	Delivery of accurate and required data to support all current period Operational Planning Activity, performance and workforce technical definitions to the national collections as required and to the CCG where no national collection is available. In the period 22/23, in particular covering the areas:	As defined in the planning guidance indicators	As defined in the planning guidance indicators	It is noted that those from the list that are relevant to the Trust are provided via the SQPR.	All (as applicable by service type)	Planning Guidance (Publication Reference PAR1188, and any later published update within the contract period)



NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
 Provider BCWB-HC-038A BCHFT MH and LDA

Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	EH27 Overall Access to core community MH Services: Adults SMI (MH) EM7 Referrals first OP consultant led (Acute) EM8-9 Consultation Led OPt Attendances (Acute) EM32 Total OP attendances EM33 Advice and Guidance Requests EM34 PIFU pathway EM10 Elective spells EM11 Total Non Elective spells EM12 Type1-4 Ambulances count of incidents by category EM18 RTT admitted pathway EM 19 RTT non admitted pathway EM20 clock starts EM25 Reducing LOS EM28 NHS 111 Referrals to SDEC EM26a G&A bed occupancy EM26b Adult CCU bed occupancy EM26c Day G&A beds EB3a RTT WL EB18 52 week RTT EB19 104 week RTT EB21 78 week RTT EB22 ambulance incident count EB26 Diagnostic Test Activity EB27 Ca 28 day EB31 Cancer treatment volumes EB32 Cancer, Number of patients waiting over 63 days EB33 non specific symptoms pathway EK1 LD IP care					


NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
 Provider BCWB-HC-038A BCHFT MH and LDA

Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	EK3 LD Registers and Annual checks EN1 PHBs EN2 Social Prescribing referrals EN3 PCSP ED17 Extended Access Utilisation ED19 GP Appointments ET1 Community 2 hour contracts Workforce reporting ET2 Community WL ET3 Hospital Discharge Pathway ET5 Virtual ward capacity Mental Health: EA3a Access IAPT EAS1 Dementia diagnosis rate EH4 2 week psychosis treatment EH9 Access CYPMH EH10 and 11 Urgent-Routine waits CYP eating disorder EH13 SMI annual health check EH17 Individual placement-support EH27 Access Core community MH EH12 OAP bed days EH30 Adult MH IP FU in 72 hours EH15 Perinatal Services access EH22 MHDS DQ Maturity Index EO1 Child Wheelchair WL Workforce reporting: SDCS, Primary Care, MH e collection, Urgent community response					
LIR 7	Contract Compliance and Assurance Requirements	As per the Assurance requirement	Word or Excel	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	As applicable for each individual requirements	<a href="#">Various</a> SC, GC and Guidance

NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	 LIR7_Contract Compliance and Assu  Each requirement to be fulfilled as outlined within the Service or General Conditions  Not in previous contracts - Trust will require time to review document. Added as an action in the DQIP					
LIR 8	Report and Action Plan resulting from the Friends and Family Test Surveys as required in accordance with FFT Guidance	Monthly	Word and/or Excel	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	All	SC12.6.1 and 12.7 Schedule 6E
LIR 9	NHS Counter Fraud (SC24) – Provider to outline any actual or potential counter fraud, bribery and corruption.  NHSCFA Requirements the counter-fraud requirements and guidance issued by NHSCFA and available at <a href="https://cfa.nhs.uk/">https://cfa.nhs.uk/</a>	Quarterly	 SC24 Counter Fraud.docx	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the quarter to which it relates.		SC24
LIR 10	PREVENT Provider data submission  <a href="https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-collections/prevent">https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-collections/prevent</a>	Quarterly	As per national requirement	Q1 – before end June, Q2 – before end Sept, Q3 – before end Dec, Q4 – before end March (or where a national timetable is issued in line with that timetable as an alternative.		SC32

NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
				Please email to: <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>		
LIR 11	National Patient Safety Alerts (NPSA) Report	Annually	Word and/or Excel	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the quarter to which it relates.	All	SC33.6
LIR 12	NPSA designated Patient Safety Specialist	As required by SC 33.7.2	Link to the published entry on provider website	Published on provider website	All	SC33.7
LIR 13	Immediate Notification to the CCG if the Provider receives a requires improvement or inadequate rating from Care Quality Commission (CQC)	Ad Hoc	Not Specified	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>  as required	All	SC33 / SC35
LIR 14	Safeguarding and CYPIC Dashboard  Reporting period agreed. Dashboard to be amended to reflect Trust Training Framework trajectories.	Completed Monthly – Reported Quarterly	Safeguarding Dashboard	Quarterly submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the quarter to which it relates.	All	
LIR 15	Safeguarding Assurance Framework	Annually	 Safeguarding Assurance Report.xl:	submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> during June of each year that this contract is in place	All	Safeguarding and Quality
LIR 16	Corporate Risk Register to include: 1. High level overview	Monthly	Word and Excel.	submit to the Coordinating Commissioner via email	All	Local Quality IR

NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	of risk activity 1. Red risks (score 15+) with action plan 2. New risks red			<a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.		
LIR 17	Mental Health Act Scrutiny Report  BCH – ICB to clarify what information should be reported. Added as an action in the DQIP	<b>Bi-annual in May and March</b>	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	MH	Local Quality IR
LIR 18	Safety and Harm Free Care Report 1. Ligature/environmental audit and risk assessments 2. Suicide strategy Implementation Plan –update (MH only)  HCAI: • C Diff, SSI's, E Coli, MRSA, MSSA, ESBL (numbers against national trajectories where applicable) (IP only) • Outbreak and ward closures (IP only) • Staff training compliance in line with mandatory HCAI requirements • Audit compliance and actions to include environmental audits • Progress against action	Quarterly	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	Acute providers, NHS Trusts/FTs	Local Quality IR



NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	plan 1. Safer Surgery					
LIR 19	NICE guidance and MHRA – compliance report Including any Quality Impact Assessments and Cost Improvement Plans	Quarterly	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	Acute providers, NHS Trusts/FTs	Local Quality IR
LIR 20	EPRR update report 1. Progress against EPRR core Standards 2. Update on current or new policies and plans outlined within EPRR Core Standards 3. Update on training and exercises carried out by the Trust	<b>Annual</b>	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	Acute providers, NHS Trusts/FTs	Local Quality IR
LIR 21	Clinical Audit and Research Report In accordance with the Provider's Audit plan, which shall be agreed with the commissioners.	Quarterly	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	Acute providers, NHS Trusts/FTs	Local Quality IR
LIR 22	Record keeping audit report including recommendations and action plan	<b>Annual (March)</b>	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.	Acute providers, NHS Trusts/FTs	Local Quality IR
LIR 23	Health and Safety Report to include: 1. COSHH, Display screen equipment,	<b>Annual (March)</b>	Word and Excel.	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	Acute providers, NHS Trusts/FTs	Local Quality IR






NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	<p>provision of work equipment, lifting of loads, RIDDOR, security, driving maintenance tests, fire</p> <p>2. Induction and Mandatory training</p> <p>Outcome of PLACE assessments to include compliance with recommendations from the Hospital Food Standards Report</p>			<p>within 10 Operational Days of the end of the period to which it relates.</p>		
LIR 24	<p>MH Adult IP OOA Report</p> <p>1. Out of Area Placement – information required 1 month in arrears, broken down by total numbers and bed type</p> <p>2. Out of Area Placement – information reported 1 month in arrears, outline how quickly patients are repatriated to the Trust, including breakdown of those repatriated within and outside of 48 hours, with explanation where</p>	Monthly	Word and Excel.	Information is provided at the OOA programme board	MH	Local Quality IR

NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
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Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
	in excess of 48 hours					
LIR 25	Acute (MH) All acute hospitals will have mental health liaison services that can meet the specific needs of people of all ages with 50% of mental health liaison services meeting the 'core 24' standard (Potential provider audit)	Annual	Report As per guidance: <a href="https://www.england.nhs.uk/mentalhealth/wp-content/uploads/sites/29/2016/07/5.-Adult-mental-health-community-acute-and-crisis-care.pdf">https://www.england.nhs.uk/mentalhealth/wp-content/uploads/sites/29/2016/07/5.-Adult-mental-health-community-acute-and-crisis-care.pdf</a>	Annual in March submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>	A	Local IR / MH Implementation plan.
LIR 26	Address for the submission of invoices	As required	Word, Excel or PDF	NHS Black Country ICB QUA PAYABLES M875 Phoenix House Topcliffe Lane Wakefield WF3 1WE		
LIR 27	Evidence of compliance with the BCWBCC/ICP Public Sector Equality Duty Assurance Report. See schedule 2G for the Framework.  CCG note: Issue PSED Assurance evidence to: <a href="mailto:terence.read@nhs.net">terence.read@nhs.net</a>	Annually (June)	 PSED assurance requirements_V1.3 2C	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> by the 10th Operational Day of July	All	
LIR 28	Information requirements and timetable for provision of information to support Clinical Quality Review Meetings	Various	 BCHFT%20CQRM%20Forward%20Planner	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a>		



NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)  
 Provider BCWB-HC-038A BCHFT MH and LDA

Ref	Reporting Requirement	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application	Contract/ Guidance reference
LIR 29	Number of Personal Health Budgets completed for users, broken down by service area i.e. wheelchairs  BCH – not currently captured. Added as an action to the DQIP.	Quarterly	 PHB BCWB Submission Template   QWC1 BCWB Submission Template	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates.		
LIR 30	Referrals to CAMHS LA Dataset  BCH – document to be finalised. Clarification required around where this data will flow to. Added as an action to the DQIP	Monthly	 CAMHS LA Dataset.xlsx	Submit to the Coordinating Commissioner via email <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates		
LIR 31	MHIS and non-ISFE reporting	Monthly	 MH Reporting (non IFSE and MHIS).xlsx	By 5 <sup>th</sup> working day of each month (note the template is subject to change by NHSE/I)		
LIR 32	MHIS audits	Annual (& one off)	Contribute to annual and spot-check MHIS audits, providing required information as directed by the ICB	Timescales to be determined		
LIR	PAM (or equivalent) reporting	Monthly	To be agreed, based on what is feasible from the Trust. If not immediately feasible, add to DQIP	To be agreed		
LIR 33	MASH reporting	Quarterly	 Copy of MASH KPI Dashboard 2022 BC.x	Submit via email to <a href="mailto:bcicb.contracts@nhs.net">bcicb.contracts@nhs.net</a> within 10 Operational Days of the end of the period to which it relates		
<p><b>All information sent to the Commissioner to support this Contract should be sent using the following strict naming convention. The subject line of any email submission should include - Contract Reference_Provider Name_Requirement Reference_Period the information relates to (e.g. BCWB HC 001_DGFT_LIR 4_Qtr 1)</b></p>						

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

### B. Data Quality Improvement Plans


*This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s43 of the Contract Technical Guidance, which requires commissioners and providers to agree DQIPs in the areas below.*

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date
[Providers of mental health and learning disability services - Mental Health Services Data Set, focusing on <u>Mental Health Clinically-led Review of Standards</u> and on restrictive practices]		National requirement.  More information needed around threshold and measurement, if applicable	End of Q4 22/23
[Providers of inpatient services - recording of diagnoses of learning disability and autism]		National requirement.  More information needed around threshold and measurement, if applicable	End of Q4 22/23
Providers of community services - improving the accuracy and completeness of Community Services Data Set submissions]	All providers, including third and independent sector providers, submit >=85% comprehensive data to the Community Services Data Set.	Successful, accurate submission	Ability to submit necessary data by national timeframe
LPS Data Set (Acute, Community providers and PCNs) (Safeguarding)  LPS readiness December 2021.docx	Ability to submit necessary data by national timeframe	Successful submission	Ability to submit necessary data by national timeframe
Referrals to CAMHS LA Dataset  CAMHS LA Dataset.xlsx	Links to LIR 30  Agree thresholds for reporting requirements  Clarification required around where this data will flow to.	Monthly Review	End of Q4 22/23
LD Outcomes Performance Dashboard	Develop reporting dashboard		End of Q3 2022/23
EIP scoring matrix (LQR2)	Trust to enable data to be captured/ reported		End of Q4 2022/23
Care and Treatment Reviews (LQR 7-10)	Trust to enable data to be captured/ reported		End of Q4 2022/23

Inpatient screening for smoking/ alcohol (LQR 11&12)	Further work required to ensure usage across Trust. Trust to enable data to be captured/ reported		End of Q4 2022/23
Clinic Notification within 7 days (LQR26)	Trust to enable data to be captured/ reported		End of Q4 2022/23
Inpatient discharge summaries (LQR27)	Trust to enable data to be captured/ reported		End of Q4 2022/23
Inpatient discharge – medicines (LQR28)	Trust to enable data to be captured/ reported		End of Q4 2022/23
Use of MUST tool for nutritional assessment (LQR34)	Only used in Sandwell and Wolverhampton. Trust to enable data to be captured/ reported in Walsall/ Dudley		End of Q4 2022/23
PHB offers (LQR35)	Trust to enable data to be captured/ reported		End of Q4 2022/23
Contract Compliance & Assurance (LIR7)	Trust to review document and confirm it can meet all requirements		End of Q4 2022/23
Safeguarding and CYPiC Dashboard (LIR14)	Dashboard to be amended to reflect Trust Training Framework trajectories		End of Q3 2022/23
Mental Health Act Scrutiny Report	ICB to clarify what information should be reported		End of Q3 2022/23

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

### C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and acting on insight derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) other Patient Safety Incidents	
1	
<b>Serious Incident Reporting &amp; Management Policy</b>	
	
BCWB CCG SI Management Policy v	
1.	Serious Incidents to be reported and investigated in accordance with BCWB CCG Serious Incident reporting & Management Policy Adverse Incident & Near Miss Reporting Policy.
2.	Notification to the Commissioner should be within 2 operational days for providers who have access to STEIS or reported to BCWB CCG within 1 operational day for providers who do not have access to STEIS of the incident being reported.
3.	All BCWB CCG Serious Incidents should be reported to <a href="mailto:bcwbccg.incidents@nhs.net">bcwbccg.incidents@nhs.net</a>
4.	Root Cause Analysis and action plans for all Serious Incidents to be completed within 60 operational days of SI notification.
5.	RCA's to be conducted using relevant analytical tools on SIRI.
6.	The Provider must inform the Commissioner if an extension is required beyond 60 operational days to complete an RCA, indicating reasons why and providing an anticipated RCA completion date.
7.	All BCWB CCG Serious Incident related reports (e.g. RCA Investigation Report) should be sent to <a href="mailto:bcwbccg.incidents@nhs.net">bcwbccg.incidents@nhs.net</a>
8.	Where possible, the Provider should also invite the BCWB CCG Quality Lead to table top reviews / discussions. Details of dates and times of these meetings should also be sent no later than 5 working dates before the meeting, to <a href="mailto:bcwbccg.incidents@nhs.net">bcwbccg.incidents@nhs.net</a>
9.	Key Quality Expectations of completed RCA's <ul style="list-style-type: none"><li>- The RCA should promote a culture of learning for the organisation</li><li>- The RCA should outline any training opportunities that are required to support learning</li><li>- The RCA should demonstrate that any insight derived is being embedded</li><li>- Action plans implemented following RCA completion should have clear dates for implementation</li></ul>
10.	The Quality team will review RCAs using a systemised approach.
11.	The Quality Team will require assurance of the Key Quality Expectations via the monitoring of completed RCA's and subsequent follow up of action plans.
12.	The provider and commissioner must ensure that the processes and principles set out in the Serious Incident Framework are incorporated into their organisational policies and standard operating procedures.
13.	The provider must operate an internal system to record, collate and implement learning from all patient safety incidents and will agree to share such information with the commissioner as the commissioner reasonably requires. (This is a requirement under the more general provisions for insight derived under SC3.4.)
14.	The commissioner shall address any failure by the provider to comply with the requirements specified in Schedule 6A or 6C by using the provisions for Review (GC8) and Contract Management (GC9). However, commissioners and providers shall recognise the primary importance of encouraging and supporting the reporting of incidents in order to promote learning and the improvement of patient safety.

Incident reports must be welcomed and appreciated as opportunities to improve, not automatic triggers for sanction. Only where the provider fails to report, or does not comply with the specific requirements of Schedule 6A or 6C, or where the reporting of patient safety incidents or SIs identifies a specific breach of contractual terms leading to the incident in question occurring, should the commissioner address these using the formal processes of Review and Contract Management.

### Provider Policy



BCP\_Incident\_Report  
DWMH\_Incident\_Near  
Miss\_and\_Serious\_L  
Investigating

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

### D. Service Development and Improvement Plans

*This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s41 of the Contract Technical Guidance, which requires commissioners and providers to agree SDIPs in the areas below.*

National	Milestones	Timescales	Expected Benefit
[Mental Health and Learning Disability Services and Mental Health and Learning Disability Secure Services - support <a href="#">STOMP</a> and <a href="#">STAMP</a> projects]		The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
Interface with Primary Care 3.16 The Co-ordinating Commissioner (in consultation with the other Commissioners) and the Provider must jointly assess, by no later than 30 September in each Contract Year, the effectiveness of their arrangements for managing the interface between the Services and local primary medical services, including the Provider's compliance with, SC8.2-5, SC11.5-7, SC11.9-10, SC11.12 and SC12.2 of this Contract. Following the assessment undertaken under SC3.16, the Co-ordinating Commissioner and the Provider must then: 3.17.1 agree, at the earliest opportunity, an action plan to address any deficiencies their assessment identifies, ensuring that this action plan is informed by discussion with and feedback from the relevant Local Medical Committees; 3.17.2 arrange for the action plan to be approved in public by each of their Governing Bodies and to be shared with the relevant Local Medical Committees; and 3.17.3 in conjunction with the relevant Commissioners, implement the action plan diligently, keeping the relevant Local Medical Committees informed of progress with its implementation.	a) Assessment of the effectiveness of the arrangements for managing the interface between Provider services and Primary Medical Care.	The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
	b) In conjunction with the Local Medical Committee (LMC) agree an action Plan to address any deficiencies that have been identified.	The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
	c) Action plan to be approved by Commissioner and Provider Governing Bodies (in Public) and shared with the LMC.	The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
	d) Implement the action plan whilst keeping the LMC informed of ongoing progress.	<b>Ongoing</b>	

Development Plan for Personalised Care as per Schedule 2		The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
Health Inequalities Action Plan as per Schedule 2N		The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	
Development of an Outcomes framework for <b>Adult and Older Adult Mental Health Services</b> as per Impact Framework Guidance		The Trust and the ICB agree to jointly devise a programme for completion by the end of <b>Q4 22/23</b> , which includes agreed timescales	

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

### E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
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
National Quarterly Pulse Survey (NQPS) (if the Provider is an NHS Trust or an NHS Foundation Trust)	As required by NQPS Guidance	As required by NQPS Guidance	As required by NQPS Guidance
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)	As required by Staff Survey Guidance	As required by Staff Survey Guidance	As required by Staff Survey Guidance
** Carer Survey	As required by Patient Survey Guidance	As required by Patient Survey Guidance	As required by Patient Survey Guidance

\*\* In accordance with the guidance at: <https://www.england.nhs.uk/statistics/statistical-work-areas/patient-surveys/>

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

### F. Data Processing Services

These are the Data Processing Services to be performed by the Provider, as referred to in the Provider Data Processing Agreement set out in Annex B to the Service Conditions.

#### 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 will be deemed to be incorporated into this Schedule.

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 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.

#### 2.2 Not Used

#### 2.3 Transfer Option

As soon as reasonably practicable and in any event no later than [20 Operational Days]<sup>1</sup> 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.<sup>2</sup>

## 2.4 Calculation of Transfer Amount<sup>3</sup>

2.4.1 The Commissioners will use reasonable endeavours to procure that [20 Operational Days]<sup>4</sup> after the Transfer Option Deadline, the Transfer Amount is calculated by the former provider's Actuary<sup>5</sup> on the following basis and notified to the Provider along with any appropriate underlying methodology.

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 principles<sup>6</sup> under which the former provider's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment)<sup>7</sup>, gives the higher figure,

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<sup>1</sup> This is a suggested timescale bearing in mind that the whole process for the bulk transfer should take no more than 6 months.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> This is a suggested timescale. It is not unreasonable if all the data is available and agreed well in advance of the Transfer Date.

<sup>5</sup> 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).

<sup>6</sup> 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.

<sup>7</sup> 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.

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 time<sup>8</sup>.

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

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),<sup>9</sup> 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

<sup>8</sup> Commissioners should obtain a signed note from the NHS Pension Scheme Actuary during the procurement specifying the bulk transfer terms that apply.

<sup>9</sup> 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.

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 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

<b>Actuary</b>	a Fellow of the Institute and Faculty of Actuaries
<b>Broadly Comparable</b>	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
<b>Eligible Employee</b>	<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>
<b>Exit Transfer Date</b>	the date on which the Eligible Employees transfer their employment to a new provider at the end of the Contract Term
<b>Fair Deal for Staff Pensions</b>	the guidance issued by HM Treasury entitled <a href="#">'Fair Deal for staff pensions: staff transfer from central government'</a> , October 2013

<b>NHS Pension Scheme Actuary</b>	the Government Actuary's Department or any successor Actuary
<b>NHS Pension Scheme Arrears</b>	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
<b>Payment Date</b>	[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
<b>Pension Benefits</b>	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
<b>Premature Retirement Rights</b>	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 <a href="#">NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311)</a> , the <a href="#">NHS (Injury Benefits) Regulations 1995 (SI 1995/866)</a> , and Section 45 of the <a href="#">General Whitley Council conditions of service</a> , or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time
<b>Transfer Amount</b>	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
<b>Transfer Date</b>	the Transferred Staff's first day of employment with the Provider (or its Sub-Contractor)
<b>Transfer Option</b>	<p>an option given to each Eligible Employee with either:</p> <ul style="list-style-type: none"><li>(i) accrued rights in the NHS Pension Scheme; or</li><li>(ii) accrued rights in a Broadly Comparable scheme,</li></ul> <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>

<b>Transfer Option Deadline</b>	the first Operational Day to fall at least [3 months] <sup>10</sup> after the notice detailing the Transfer Option has been sent to each Eligible Employee
<b>Transferred Staff</b>	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

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<sup>10</sup> 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 – JOINT SYSTEM PLAN OBLIGATIONS

*The guidance below sets out some considerations to be taken into account in populating this Schedule 8.*

*NOTE: the Joint System Plan obligations set out here should be confined to operational or strategic planning matters to avoid (where relevant) duplication or conflict with any System Collaboration and Financial Management Agreement which may be in place or intended for the ICS.*

### Background

*Guidance to the NHS emphasises the importance of collaborative working across local health systems – to ensure that services provided by multiple different organisations are integrated and coordinated around patients' needs and maximise quality, outcomes and value for money. For 2022/23, each Integrated Care System (ICS) will produce a Joint System Plan, setting out local actions to deliver the long-term plan and local improvements. This Schedule 8 offers a way in which – at whatever level of specificity is felt to be locally appropriate – commitments made as part of a Joint System Plan can be given contractual effect.*

*This Schedule 8 is aimed at commitments made by the Provider and the Commissioners who are party to the local contract. Arrangements agreed directly between providers (to share back-office functions or facilities, for instance) should be set out elsewhere.*

The embedded document is an extract from the ICS Operating Plan for 22/23, relating to MH and LD/A.



Integrated Care  
System Operational

This system plan builds on the priorities published in 2021/2022 with a real focus on restoring services, meeting new care demands, and reducing care backlogs whilst having a continued focus on reducing health inequalities. To meet these ambitions, there has been considerable collaboration between partners and a 'system first' response to development and delivery of plans. The operational plan addresses the 10 key priorities of the planning guidance, which for MH and LD/A is as follows:

**Priority F. Improve mental health services and services for people with a learning disability and/or autistic people – maintaining continued growth in mental health investment to transform and expand community health services and improve access.**

Whilst it does not explicitly detail requirements and delivery expectations for BCHFT, it usefully sets out the system context within which the Trust will play a key role.