NHS Standard Contract 2022/23

Particulars (Full Length)

Contract title:

Black Country Healthcare NHS Foundation Trust

Ref: BCWB HC 038A Mental Health, Learning Disabilities and Autism Services (2022-23)

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(Please do not send contracts to this email address)

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Version Control

Version Number	Date	Notes
V0.1	14/03/2022	Initial Draft
V0.2	31/05/2022	First Draft shared with BHCFT
V0.3	06/06/2022	Additions/amendments made by BHCFT
V0.4	23/06/2022	Additions/amendments made by BCWB CCG
V 0.5	29/06/2022	Further additions/ amendments made by BCWB CCG

N.B. Draft versions will be numbered 0.1 onwards once a finalised version is produced this will be Version 1 then, as changes occur (e.g., Variations) the next version will be Version 2 and so on.

Contract Reference	**BC HC 038A 2022/23**

DATE OF CONTRACT	**1st July 2022**
SERVICE COMMENCEMENT DATE	**1st July 2022**
CONTRACT TERM	**2 years and 9 months** **1st July 2022 to 30th March 2025**
COMMISSIONERS *Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs*	**Black Country Integrated Care Board (ODS D2P2L)** **NHS Birmingham and Solihull CCG (ODS 15E)** **NHS Cannock Chase CCG (ODS 04Y)** **NHS South East Staffordshire and Seisdon Peninsular CCG (ODS 05Q)** **NHS Stafford and Surrounds CCG (ODS 05V)**
CO-ORDINATING COMMISSIONER *See GC10 and Schedule 5C*	**Black Country Integrated Care Board (ODS D2P2L)** **Wolverhampton City Council** **Civic Centre** **St Peter's Square** **Wolverhampton** **West Midlands** **WV1 1SH**
PROVIDER	**Black Country Healthcare NHS Foundation Trust (TAJ)** **Principal and/or registered office address:** **Trafalgar House**

	2nd Floor 47-49 King Street, Dudley DY2 8PS

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Definitions and Interpretation

CONTRACT

Contract Title: ______________________________

Contract Ref: **BC HC 038A BCHFT 2022/23**

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

a) these **Particulars**, as completed and agreed by the Parties and as may be varied from time to time in accordance with GC13 (*Variations)*;

b) the **Service Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/;

c) the **General Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/.

Each Party acknowledges and agrees

(i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and

(ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under Regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (*Responsibilities and Standing Rules*) Regulations 2012, with effect from the date of such publication.

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

SIGNED BY	[signature] ______________________ **Signature**
Tom Jackson	**Chief Finance Officer** ______________________ **Title**
for and on behalf of NHS Black Country Integrated Care Board	
	______________________ **Date; 15 June 2023**

SIGNED BY	
	Signature
Paul Athey	**Chief Finance Officer**
for and on behalf of	**Title**
NHS Birmingham and Solihull Integrated Care Board	

Date

SIGNED BY

Signature

Paul Brown

Chief Finance Officer

for and on behalf of

Title

NHS Staffordshire and Stoke-on-Trent Integrated Care Board

Date

SIGNED BY

Signature

Georgina Dean for

Chief Finance Officer

and on behalf of
Black Country Healthcare NHS FT

Title

13th December 2022

Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date *See GC2.1*	**1st July 2022**
Expected Service Commencement Date *See GC3.1*	**1st July 2022**
Longstop Date *See GC4.1 and 17.10.1*	**30th September 2022**
Contract Term	**2 years and 9 months** **1st July 2022 to 30th March 2025**
Commissioner option to extend Contract Term *See Schedule 1C, which applies only if YES is indicated here*	**NO**
Commissioner Notice Period (for termination under GC17.2)	**12 months after the Service Commencement Date in respect of the Contract as a whole and/or specific Services**
Commissioner Earliest Termination Date (for termination under GC17.2)	**12 months after the Service Commencement Date in respect of the contract both as a whole or for specific services or items of any service within contract**
Provider Notice Period (for termination under GC17.3)	**12 months in respect of the Contract as a whole**
Provider Earliest Termination Date (for termination under GC17.3)	**12 months after the Service Commencement Date in respect of the Contract as a whole and/or specific Services**

SERVICES	
Service Categories	**Indicate all categories of service which the Provider is commissioned to provide under this Contract.** *Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.*
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	**NO**
Acute Services (A)	**NO**
Ambulance Services (AM)	**NO**
Cancer Services (CR)	**NO**
Continuing Healthcare Services (including continuing care for children) (CHC)	**NO**
Community Services (CS)	**YES**
Diagnostic, Screening and/or Pathology Services (D)	**NO**
End of Life Care Services (ELC)	**NO**
Mental Health and Learning Disability Services (MH)	**YES**
Mental Health and Learning Disability Secure Services (MHSS)	**YES**
NHS 111 Services (111)	**NO**
Patient Transport Services (PT)	**NO**
Radiotherapy Services (R)	**NO**
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	**NO**
Service Requirements	
Prior Approval Response Time Standard *See SC29.25*	**Not applicable**
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	**CEDR.**
Provider's Nominated Individual	**Georgina Dean** **Email: Georgina.dean1@nhs.net** **Tel: 07917 993 662**
Provider's Information Governance Lead	**Katie Sparrow** **Email: Katie.sparrow@nhs.net** **Tel: 0121 612 8015/07817563997**
Provider's Data Protection Officer (if required by Data Protection Legislation)	**Katie Sparrow** **Email: Katie.sparrow@nhs.net** **Tel: 0121 612 8015/07817563997**

Provider's Caldicott Guardian	**Dr Mark Weaver** **Email: mark.weaver@nhs.net** **Tel: 01922608161**
Provider's Senior Information Risk Owner	**Georgina Dean** **Email: Georgina.dean1@nhs.net** **Tel: 07917 993 662**
Provider's Accountable Emergency Officer	**Marsha Foster** **Email: marsha.foster@nhs.net**
Provider's Safeguarding Lead (children) / named professional for safeguarding children	**Provider's Safeguarding Lead (children): Natalie Solomon** **Named professional for safeguarding children: Lesley Richards** **Email: natalie.solomon@nhs.net / l.richards3@nhs.net** **Tel:** **Lesley: 07817563799** **Natalie: 07918 577511**
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	**Provider's Safeguarding Lead (adults): Natalie Solomon** **Named professional for safeguarding adults: Kudzi Mukandi (Interim)** **Email: natalie.solomon@nhs.net/ kudzi.mukandi1@nhs.net** **Tel:** **Natalie: 07918 577511** **Kudzi: 01384324592**
Provider's Child Sexual Abuse and Exploitation Lead	**Lesley Richards/Kudzi Mukandi** **Email: l.richards3@nhs.net / kudzi.mukandi1@nhs.net** **Tel:** **Lesley: 07817563799** **Kudzi: 01384324592**
Provider's Mental Capacity and Liberty Protection Safeguards Lead	**Chris Masikane** **Email: chris.masikane@nhs.net** **Tel: 0121 612 8060**
Provider's Prevent Lead	**Provider's Prevent Lead- Natalie Solomon/ Mario Ermoyenous** **Email: Natalie.solomon@nhs.net /mario.ermoyenous@nhs.net** **Tel:** **Mario- 07817564539** **Natalie: 07918 577511**
Provider's Freedom To Speak Up Guardian(s)	**Michael Hirons** **Email: Michael.hirons@nhs.net** **Tel: 07717 630 645** **Roger Bishton** **Roger.bishton1@nhs.net** **0121 612 8139**
Provider's UEC DoS Contact	**Not applicable**
Commissioners' UEC DoS Leads	**Black Country Integrated Care Board** **Scott Harris,** **Scott.harris@wmas.nhs.uk** **07557 078288** **and dosleads@wmas.nhs.uk**
Provider's Infection Prevention Lead	**Dean Howells**

	Email: dean.howells@nhs.net **mailto: judymcdonald@nhs.net** **Tel: 07847896262**
Provider's Health Inequalities Lead	**Kuli Kaur-Wilson** **Email: kuli.kaur-wilson@nhs.net** **Tel: 07817 567662**
Provider's Net Zero Lead	**Katrina Smith** **Email: k.smith136@nhs.net** **Tel: 07341 457341**
Provider's 2018 Act Responsible Person (MH, MHSS and A only) **(Restraint for MH and LD and acute where applicable)**	**Dean Howells** **Email: dean.howells@nhs.net** **Tel: 07847896262**
CONTRACT MANAGEMENT	
Addresses for service of Notices *See GC36*	**Co-ordinating Commissioner:** **Black Country Integrated Care Board** **Address: Wolverhampton City Council** **Civic Centre** **St Peter's Square** **Wolverhampton** **West Midlands** **WV1 1SH** **Martin Stevens** **Email: Martin.Stevens@nhs.net** **Copy to: bcwbccg.contracts@nhs.net and** **vicmiddlemiss@nhs.net** **Name: Lizanne Harland** **Commissioner: NHS Birmingham and Solihull Integrated Care Board** **Address: Wesleyan, Colmore Circus Queensway, Birmingham, B4 6AR** **Email: lizanne.harland@nhs.net** **Name: Craig Porter, Managing Director** **Commissioner: NHS Staffordshire and Stoke on Trent Integrated Care Board** **Address: Edwin House, Second Avenue, Centrum 100,** **Burton-on-Trent, Staffordshire, DE14 2WF** **Email:** **craig.porter@staffsstokeccgs.nhs.uk** **Provider: Elaine Eannetta** **Address: Black Country Healthcare NHS Foundation Trust** **Trafalgar House** **2nd Floor**

	47-49 King Street, Dudley DY2 8PS Email: eeannetta@nhs.net
Frequency of Review Meetings *See GC8.1*	**Monthly**
Commissioner Representative(s) *See GC10.3*	**Commissioner Representative Vic Middlemiss Head of Contracts Black Country Integrated Care Board Address: Wolverhampton City Council Civic Centre St Peter's Square Wolverhampton West Midlands WV1 1SH Email: vicmiddlemiss@nhs.net Tel: 07786 972318 Copy to: bcwbccg.contracts@nhs.net**
Provider Representative *See GC10.3*	**Elaine Eannetta Address: Black Country Healthcare NHS Foundation Trust Trafalgar House 2nd Floor 47-49 King Street, Dudley DY2 8PS**

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

1. Evidence of appropriate Indemnity Arrangements

Indemnity Insurance.pdf

2. [Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)]

CQC Registration.pdf

3. [Evidence of the Provider Licence in respect of Provider and Material Sub-Contractors (where required)]

4. [Copies of the following Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner] [*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT*]

5. Evidence of NHS Data Security and Protection Toolkit status report, which shall be collected as a local information requirement (GC 21.2) (Where required)

The Provider must complete the following actions:

[**Insert text locally or state Not Applicable**]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

Not Used

SCHEDULE 2 – THE SERVICES

A. Service Specifications

The Local Service Specifications within this Schedule may be reviewed by the Commissioner and Provider during the term of this contract. Any revised and agreed Specification will be included within the contract in accordance with GC13 - Variations

Service Specification No.	
Service	Mental Health, Learning Disability and Autism Services
Commissioner Lead	
Provider Lead	
Period	
Date of Review	March 2023

1. National/local context and evidence base

1.1 Introduction

Black Country and West Birmingham CCG and Black Country Healthcare NHS FT have been working collaboratively over the last 18 months to develop a proposal to adopt a Lead Provider contracting approach for Mental health services in the Black Country. A key aim of this 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.

Joint teams from the CCG and the Trust have developed and co-authored the approach to a Lead provider arrangement, ensuring that the key requirements of statutory duties and financial risks are all fully mitigated in the adoption of this approach. As was the case for the Lead Provider contract adoption for Community Learning disabilities, the CCG/ICS board will commission a whole pathway of care from the Provider under a Lead Provider contracting arrangement.

In May 2022, final approval was given by the CCG and Trust's respective governing bodies enabling commencement of the Lead Provider arrangements from 1 July 2022.

1.2 Roles and responsibilities

The CCG will retain its statutory responsibilities as the commissioner of services and be ultimately accountable to NHSE/I for ensuring services meet the needs of the population and are safe, effective, and high-quality. As outlined in more detail in this section, some of the responsibilities are being transferred to the Trust in its LP role with oversight through the LP contract.

BCHFT
As set out in this governance framework the Trust in its Lead Provider role holds overall responsibility to the CCG/ICB for the delivery of its contract. In order to ensure its obligations are met the Trust will set up the internal governance structure, including the development and implementation of a range of SOPs, to ensure safe and effective delivery including for its own services.

Transformation & Integration Hub

A new Hub is being established within BCHFT that will have a range of duties including ensuring effective management and monitoring of the new sub-contracts as well as overseeing system wide service transformation and improvement. The detail around this, including interface with the Lead Provider Operational Model will be outlined in its SOP.

Third Party Providers

The duties of third-party providers will be outlined in the sub-contracts but there is an overall responsibility to contribute towards service development and change leading to system wide transformation and improvement; as well as ensuring the CCG/ICS meets its statutory function in terms of strategic planning

leading to improved outcomes, high quality services and a reduction in health inequalities across the system.

The table below summarises the roles & responsibilities within this Framework:

CCG/ICB	BCHFT

• Retains statutory responsibilities as commissioner of services
• Ultimately accountable to NHSE/I for ensuring services meet needs of the population and are safe/effective and high quality
• Some responsibilities transferred to the Trust as LP (as outlined in this Framework); CCG has oversight through LP contract.
	• Holds overall responsibility to the CCG/ICB for delivery of the contract as outlined in this Framework.
	• Ensures obligations are met by implementing robust internal governance structures such as:
	• Regular meetings with appropriate/ relevant representation
	  ○ Clear reporting structures
	  ○ Development of a range of SOPs
	  ○ Ensures new processes follow existing SFIs and scheme of delegation.

Transformation & Integration Hub (BCHFT)	**Third Party Providers (Sub-Contractors)**
• New Hub established with a range of duties including effective management and monitoring of the new sub-contracts; oversight of the system wide transformation and improvement; administration of new meetings. • Responsibilities will be detailed in a SOP including interface with the operating model.	• Duties outlined in sub-contracts but there is and overall responsibility to contribute to service development and change leading to system wide transformation & improvement. • Supports the CCG/ICB's statutory functions, alongside BCHFT, to improve outcomes and reduce health inequalities through the delivery of high quality services.

As a result of moving into the LP arrangements, the Trust will take contractual responsibility for a number of activities that support the CCG in delivering its responsibilities, with the CCG retaining ultimate accountability for ensuring they are delivered.

The activities that will be transferring to the Trust can be summarised into these broad areas:

1. **Strategic system planning, transformation and resource allocation** in order to meet the systems strategic objectives for mental health, learning disabilities and autism.
2. **Operational management** of: a) The additional NHS standard sub-contracts for a range of NHS and non-NHS providers (extra £55m business) b) Management of long-term placements (complex care and S117 as well as other associated funding); this includes the budget and managing the contractual relationship c) Managing acute overspill and PICU placements: the Trust is already acting as a clinical decision maker for these placements; in addition, it will hold the budget and make payments including putting in place contracts.
3. **Monitoring and evaluating the effectiveness of all of the arrangements,** including performance management, budget management and quality assurance. This includes oversight of third party contracts, quality checks in relation to out of area and overspill placements before agreeing an admission and supporting the CCG in meeting its quality assurance responsibilities.

Further detail on roles and responsibilities and governance arrangements is included in the Governance Framework document (see Documents Relied on – Schedule 5).

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	X
Domain 2	Enhancing quality of life for people with long-term conditions	X
Domain 3	Helping people to recover from episodes of ill-health or following injury	X
Domain 4	Ensuring people have a positive experience of care	X
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	X

2.2 National/ Local defined outcomes

Nationally, the NHS Long Term Plan (NHS LTP) set out how the role of CCGs would evolve to become leaner more strategic organisations that support providers to partner with Local Government and other community organisations. This was reinforced by NHSE/I's ICS Design Framework and the Health and Care Bill 2021-22 which envisage a greater emphasis on collaboration and longer term outcomes-based agreements. The Lead Provider model is one way of supporting this change in a way that also aligns closely with BCHFT's Clinical Strategy, and the strategic system programmes for mental, learning disabilities and autism. A key ambition of the model is demonstrable improved health **outcomes** across the Black Country population.

Other service user/ patient-based benefits are perceived as follows:

- This whole population approach for MH and LD provides the strongest foundation to reduce variation in service provision across the system, address inequalities and enable access to specialist support when required.
- Ensures continuity of service provision for patients who move between localities and across services
- Shortens decision-making processes and reduces the associated resource requirement, allowing quicker decisions to be made about service delivery for patients
- Moves away from traditional separation between commissioner and provider, enables aligned vision, values and priorities based around needs of citizens, communities, system
- Enables seamless service provision for citizens moving between localities

2.3 Outcomes framework

In LD/A, a considerable amount of work has been undertaken by the Trust to implement a user centred outcomes framework. These outcome indicators in the framework will replace the Local Quality Requirements previously contained in the LD/A service contract (see Schedules 4 and 6).

Outcomes for Mental Health are far less developed and will require dedicated resource and capacity to complete an equivalent framework, hence this forms an important part of the SDIP (see Schedule 6)

3. Scope and delivery

The services included within this contract cover a range of MH, LD and Autism services delivered in the Black Country, being the Dudley, Sandwell, Walsall and Wolverhampton localities (and excluding West Birmingham). The in-scope services fall into the following categories:

- All community mental health services (including within the lead provider contract IAPT and Primary Care MH services – for DIHC see below)
- All specialist mental health services
- All specialist learning disability placements

- All specialist treatment packages for mental health, learning disability and autism not provided by BCHFT
- Section 117 funding arrangements
- Funding Transfer Agreements (FTAs)*
- All general acute and Psychiatric Intensive Care Unit (PICU) overspill placements (either contracted or spot-purchased)
- Long term rehabilitation specialist beds and placements
- Individual Funding Requests (IFRs)
- Fully and joint funded beds for LD services

*It has been agreed that all FTAs up to the end of March 2021 will be transferred, as these have been confirmed as recurrent by NHSE/I. As funding arrangements for the replacement of FTAs are currently unclear, the responsibility to meet these needs will not transfer, and will instead be kept under review until there is further clarity regarding the governance arrangements between regional Provider Collaboratives, NHSE/I and the ICS.

The following services are *excluded*:

- Continuing Healthcare services (CHC)
- MH patients who are jointly commissioned with the CHC, who do not reach a CHC threshold and are not covered under Section 117 arrangements but who, for the continuity of care and practical working arrangements, will continue to be managed by CHC teams
- A small number of older adults with mainly cognitive problems who do not meet the threshold for CHC, but have significant needs, will remain the responsibility of the CHC Team in the CCG for the purpose of continuity of care
- Services which are under joint commissioning arrangement with BSoL CCG and/or commissioned specifically for West Birmingham patients
- IAPT and a range of Adults and CYP Mental health Primary Care and wellbeing services in Dudley, which are provided by DIHC

Further detail on services provided by BCHFT in terms of operational delivery teams is outlined in the following attachment.

4. Applicable Quality Requirements

The implementation of the Lead provider arrangements sees the Trust take on new Quality Assurance duties, in particular:

- Management of sub-contracted providers: new responsibility for managing the contractual relationship including quality assurance
- Long-term placements (complex care and S117 as well as other associated funding); the CCG retains quality assurance responsibilities
- Acute overspill and PICU placements: the Trust will need to implement “quality checks” pre-admission agreement but the CCG retains quality assurance responsibilities.

The following table (taken from the Quality Assurance Framework) summarises the responsibilities in these areas, for both the CCG/ICG and the Trust:

CCG/ICS	BCHFT
1. Sub-contracted services	
Oversight of entire contract; holds BCHFT to account for quality governance across MH/LDA pathways Supports BCHFT in its LP role as required	Monitors quality aspects of the contract including day to day issues Leads on CQRMs with sub-contracted providers (where in place)

Provides high level quality assurance commissioning expertise including liaison with NHSEI region Responsible for quality monitoring of BCHFT's own services Signs off BCHFT SIs and multi-agency SIs that involve the Trust's services and sub-contracted services.	Liaises directly with providers when further assurance is required in response to emerging or evident concerns Maintains and manages an "issues" log of quality concerns Acts on and escalates any concerns to the CCG and other stakeholders e.g. NHSEI and CQC as required Manages the SI process in line with national guidance Day to day oversight of IPC issues of providers and where this may lead to increased quality & safety concerns Manages safeguarding concerns as per agreed process; liaises and works with relevant LAs. Signs off SIs within sub-contracted services; informs CCG through CQRM process.
2. Complex care & long-term placements	
Quality oversight and monitoring including for individuals and units (host commissioner responsibilities) Service reviews (responsive and planned) of units providing long-term placements	MDT assessment of need, makes the placement, clinical/care co-ordination oversight. Responsible for pre-placement quality checks of third party providers. Supports the CCG re quality monitoring.
3. Acute overspill & PICU	
Quality oversight and monitoring including for individuals and units (host commissioner responsibilities) Service reviews (responsive and planned) of units providing acute MH & PICU services within the Black Country	Pre-placement quality check- see section 7 Where BCHFT holds a sub-contract with a provider for acute MH capacity it has quality assurance monitoring responsibilities for this aspect but not for the entire unit unless all beds are commissioned (which is not currently the case)
4. General (applies to all QA aspects)	
Takes a lead role/ chairs Quality Risk Summits as required Ensures there are clear lines of communication & escalation to NHSEI regional teams Host Commissioner Responsibilities (see section 8)	Acts on and escalates any concerns to the CCG and other stakeholders e.g. NHSEI and CQC as required Provides reports to and participates in System Quality Oversight Groups Ensure there are shared learning opportunities working in collaboration with partners, including third party sub-contractors, across the system.

5. Location of Provider Premises

Refer to the attachment in Section 3.

6. Meetings

Clinical Quality Review Meetings will be held on a monthly basis between the Trust and CCG/ICB. There are not intended to be separate Contract Review Meetings and as such CQRMs are intended to meet the requirements of GC8 as follows:

- To review and discuss as necessary or appropriate:
  - All SQPRs since last review meeting
  - Performance of the Parties
  - DQIP, SDIP, RAP or other Provider plan in place
  - Levels of activity, referrals and utilisation
  - Variations proposed
  - Prices
  - Any other matters that either considers necessary
- The Co-ordinating Commissioner must prepare review record which must include:
  - All matters raised
  - Actions taken

- Agreements reached
- Disputes referred to dispute resolution
- Variations agreed

Multi-Agency Safeguarding Hub (MASH)

An independent reviewer, commissioned by Black Country and West Birmingham CCG (as part of the transition to Black Country ICB) recommended that the establishment of a single specification and set of KPIs across health was an important first step in a quality assurance process for MASH. A single specification has since been developed by the ICB and agreed by NHS Acute and Mental Health Trust partners.

MASH Spec BCWB ICS final.docx

The specific set of KPIs associated with the spec are included in Schedule 4.

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Primary and Community Mental Health Services

Insert text locally from 'NHS Standard Contract Primary and Community Mental Health Services Schedule 2Aii' (https://www.england.nhs.uk/nhs-standard-contract/)

The embedded document is a project plan developed by the Trust for Primary Care based MH Practitioners as part of the national Additional Roles Reimbursement Scheme (ARRS). It details the workforce related tasks to be completed up until March 2024.

20220518 ARRS Project Plan.pdf

DIHC arrangements have been requested and will be added in as a variation.

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not applicable

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Not Applicable

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

The ICB Medicines Management Team is reviewing the Clinical Networks required for NHS Trusts. Any relevant networks which get established during the term of the contract will be documented via variation.

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Commissioner Policies

Policy	Date of Review	Document / Link
1. NHS Dudley CCG Formulary	Not dated	https://www.dudleyformulary.nhs.uk/
1. NHS Walsall CCG Formulary	Not dated	http://walsallformulary.nhs.uk/
1. NHS Wolverhampton CCG Formulary	Not dated	http://www.wolverhamptonformulary.nhs.uk/
1. NHS Sandwell and West Birmingham CCG Formulary	Not dated	http://www.sandwellandwestbhamccgformulary.nhs.uk/
2. Evidence Based interventions Guidance (SC 29.28)	Not dated	https://www.england.nhs.uk/evidence-based-interventions/interventions/
3. NHS England Data Security and Protection Requirements.	Published January 2018	PDF 17-18 Data Security and protection requ
4. NHSE Clinical Guideline for major incidents and mass casualty events	Not applicable	https://www.england.nhs.uk/publication/clinical-guidelines-for-major-incidents-and-mass-casualty-events/
5.BCWBCCG/ICB Public Sector Equality Duty Assurance Requirements	Not applicable	PSED assurance requirements_V1.3 20
6 Tackling the Covid Backlog of elective care	Not applicable	PDF C1466-delivery-plan-for-tackling-the-co
7 Community health services 2 hour crisis response standard guidance	Not applicable	PDF B0577_Community-health-services-two-
8 People – Technical Guidance	Not applicable	PDF Tech-guidance-people-22-23 v1.0 Final.
9. SUDIC Provision	Developed February 2022	SUDIC comissioning_Acute.d
The list of policies included within this section of the contract is not exhaustive and many of those which are included are outdated. The Commissioner reserve the right to include additional policies that are relevant to		

the services provided under this contract and as updates occur. Once the policies have been finalised and available for inclusion, they will be forwarded to the Provider and added to the Contract via a variation.

Provider Policies

Provider Policy	Date	Document Link
Complaints policy	**November 2021**	SED_Policy.pdf
Risk management & serious incidents policy	**July 2021** **March 2019**	DWMH_Clinical_Risk_Assessment_and_Ma BCP_Risk_Management_Clinical.pdf
Health & Safety policy	**Oct 2021**	Health_and_Safety_Policy.pdf
Quality Assurance and Knowledge Management Policy	**July 2019** **July 2021**	DWMH_Data_Quality_Policy.pdf BCP_Data_Quality_Policy_.pdf
Business Continuity Policy	**May 2021** **July 2021**	DWMH_Business_Contnuity_Policy.pdf BCP_Business_Continuity_Management_Po
Staff Appraisal, Supervision and Training Policy	**March 2019** **August 2019** **January 2020**	DWMH_Mandatory_Training_Policy.pdf DWMH_Appraisal_Policy.pdf BCP_Appraisal.pdf

Staff Grievance and Disciplinary Policy	**May 2021**	Grievance_policy.pd.pdf
Recruitment Policy	**March 2018** **July 2019**	DWMH_Recruitment_and_Selection.pdf BCP_Recruitment_Selection_and_Appointm
Lone Working Policy	**Aug 2019** **July 2021**	DWMH_Lone_Working_Policy.pdf BCP_Lone_Working_Policy_.pdf
Confidentiality Policy	**Nov 2020**	Information_Governance_Policy.pd.pdf
Information Sharing Policy	**Nov 2020**	Information_Governance_Policy.pd.pdf
Data Management Policy	**Nov 2020**	Information_Governance_Policy.pd.pdf

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Unless otherwise stated, the definitions that shall apply in this Schedule 2I are those set out in the General Conditions.

1. Provision of Information by the Provider

i) In addition to its obligations set out in GC18 and GC5, in the event of the expiry or termination or the pending expiry of the Contract or any Service or upon any notice of termination, having been served, pursuant to GC17, the Provider agrees that it shall supply to the Co-ordinating Commissioner, within 20 Operational Days of receipt of a written request from the Co-ordinating Commissioner, such details of the Staff, Provider's Premises, Services Environment, Equipment, and the Provider's costs, actually incurred in delivering the relevant Services, as are set out in paragraphs 2 and 3 of this Schedule 2I, in such format as the Co-ordinating Commissioner shall request. Any request made by the Co-ordinating Commissioner pursuant to this paragraph 1 of Schedule 2I shall be made as a request for information in accordance with Service Condition 28.3. The Provider agrees that such a request shall constitute a 'reasonable and lawful' request on the part of the Co-ordinating Commissioner pursuant to SC 28.3 and that any failure by it, to comply with the timescale for response set out in this paragraph 1 of Schedule 2I shall constitute a failure by the Provider to respond within a 'timely manner' as required by SC 28.3.

ii) The Provider agrees in relation to the information that it is required to provide, pursuant to paragraph 1(i) of Schedule 2I above, that:

a) where required to do so by the Co-ordinating Commissioner, it will provide the information directly to any provider who is identified by the Co-ordinating Commissioner as a potential new provider of the Services;

b) the Co-ordinating Commissioner may share the information it receives, with any potential new provider of the Services;

c) should the details of any information already provided by the Provider, subsequently change, the Provider will update the Co-ordinating Commissioner and/or new or potential new providers to whom it has provided that information, as soon as possible.

iii) The Provider acknowledges that the Co-ordinating Commissioner is relying on the accuracy and completeness of the information to be provided pursuant to paragraph 1(i) above in connection with any re-procurement or re-commissioning process it may carry out in respect of the Services and that the information will be required in order to enable any potential new providers of the Services to assess the likelihood of TUPE applying on a transfer of Services, and more generally, in order to enable any potential bidder to undertake an adequate pricing exercise in relation to its proposed assumption of provision of the Services.

2. Staff Information

The Provider shall provide the following information:

i) The organisational and management structure of the Services (including details of how the Services are provided and managed by the Staff).

ii) Whether the Services have dedicated employees (that is they **only** work on the Services) and if so:

1. How many of those employees are so dedicated (not whole time equivalents, actual numbers); and

2. Each job role/title.

iii) If employees undertake any or any part of provision of the Services, but are not dedicated to the Services, estimate for each individual, the percentage of their working time spent on the Services over the preceding 12 months and for each of these details of what other work they do.

iv) For all employees identified at paragraphs B and C, details of the following:

1. Payment method for wages

2. Pay day/date

3. Pay band and increment date

4. Pay and other remuneration along with any non-cash benefits

5. Pension scheme details

6. Normal hours of work

7. Overtime: whether undertaken, by which employees and whether compulsory or voluntary

8. Working time flexi scheme

9. Annual Leave entitlements

10. How annual leave pay is calculated

11. Whether any of the employees are mobile employees (a mobile employee means any employee who is not required to attend a particular dedicated place of work each day)

12. How mileage claims are calculated for mobile employees

13. For non-mobile employees their normal place of work

14. Whether there is in place a contractual mobility clause

15. Whether all required pre-employment checks (including DBS, entitlement to work in the UK etc.) have been undertaken/completed.

16. Whether there are any existing or contingent liabilities towards any of the employees, for example, but not limited to awards of damages or compensation for, or existing claims in respect of unfair dismissal, personal injury, discrimination, breach of contract, unlawful deductions, whistle-blowing.

17. Any outstanding HR issues e.g. discipline, grievance, capability, Ill-Health etc.

18. Numbers of employees not currently working and why, for example, but not limited to maternity leave, ill health, study leave, career break.

v) In addition to those employees identified at paragraphs B and C, state what other Staff provide any of the Services and the basis upon which they do that, including bank staff, non-employed consultants, agency workers. How much use has been made of such Staff over the previous 12 months?

3. Costs, Provider's Premises, Services Environment and Equipment

The Provider shall provide the following information:

i) Details of the cost for the Services and whether this is a separate budget from other services which the Provider may provide outside the scope of the Services;

ii) Details of how the Services are funded by the Provider and the actual costs incurred by the Provider in providing the Services over the 12 months immediately preceding receipt by the Provider of the written information request from the Co-ordinating Commissioner made pursuant to paragraph 1(i) of this Schedule 2I;

iii) Details of and a description of any Equipment which is dedicated for use or partially dedicated for use in connection with the Services;

iv) A description of all Providers' Premises utilised in connection with the Services, together with details of the basis on which the Provider owns or occupies those premises;

v) A description and cost of all of the Services Environment and an explanation of any relationship which those have to the Provider's Premises

4. TUPE information to be supplied to a successor provider

In addition to its obligations set out in GC18 and GC5, in the event of the expiry or termination or the pending expiry of the Contract or any Service or upon any notice of termination, having been served, pursuant to GC17, the Provider agrees that it shall on request by the Co-ordinating Commissioner (and in any event within not less than 28 days before the date on which the Services are to transfer to a successor provider of the Services) supply to the successor provider the following information, in respect only of Staff who will transfer to the successor provider under TUPE:

1. The names of each Staff member/employee, their sex, age and job title.

2. Individual terms and conditions of employment.

3. Date of commencement of service with the Provider.

4. Length of continuous service.

5. Notice period.

6. If applicable, normal retirement age.

7. In respect of employees employed on Agenda for Change terms and conditions their scale point.

8. Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:

    1. redundancy procedures and payments

    2. redeployment procedures

    3. sickness absence and sick pay entitlements

    4. equal opportunities

    5. disciplinary matters, capability matters and grievances

    6. maternity, paternity, parental and adoption rights

    7. holiday

    8. pension arrangements

    9. lease car policies

    10. performance related pay, bonuses and any other non-standard remuneration

    11. any individual contractual commitments e.g. variation of their existing contractual arrangements or unwritten undertakings by an employer to rely on certain contractual rights, and details of whether or not each of the above are discretionary or contractual.

9. Copies of:

    1. any job descriptions,

    2. incorporated collective agreements

    3. the personal file for that employee

    4. job evaluation scheme/appraisal schemes.

10. Details of any practices or customs which although not written down may or do form part of employees' terms and conditions of employment or working conditions.

11. Outstanding or accepted job offers including, in particular details of all offers made to prospective employees, directors, consultants, independent contractors, apprentices and trainees.

12. Background checks: details of the background checks carried out in relation to employees, directors, freelancers and independent contractors prior to engagement.

4.1 Collective bargaining

1 Details of the names of all recognised trade union and other employee representatives/representative bodies, with the name of the trade union or other representatives, the position held and how long the position has been held.

2 Details of any recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

3 Details of any other agreement, whether local provider, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".

4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

5 Collective Disputes: notification of any disputes in this workgroup in the last five years. Whether working days lost or not, nature of the dispute(s) and action taken

4.2 Disputes

1 Details of any dispute with any employee whether brought under the Provider disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

2 Details of any litigation threatened or pending against the organisation, including any court, employment tribunal or arbitration claims or any matters which might give rise to such litigation, on the following types of claim:

1. Employment Tribunal (e.g. unfair dismissal, redundancy pay, sex or race discrimination, equal pay, or any other claims within the jurisdiction of the employment tribunals.

2. County court or High Court litigation (e.g. for wrongful dismissal, breach of contract, enforcing or resisting breach of restrictive covenant, inducement to breach a contract)

3. Claims against trade unions

4. Litigation with existing and former employees over intellectual property rights (e.g. patents, copyright, designs, etc.) including applications to the Controller of Patents.

5. All claims and applications relating to health and safety and personal injury (and details of all incidents which could give rise to such a claim).

6. Details of all judgements in favour of an employee by any court or tribunal or arbitrator in the last five years.

3 Details of any investigation, enquiry, correspondence or contact between the Provider and the Equality and Human Rights Commission, the Health and Safety Executive, the Information Commissioner and/or the Inland Revenue..

4. Details of any formal investigations carried out or threatened by any body regulating the Provider or the services.

5. Details of Tribunal claims of discrimination in the last five years (including equal pay), any copies of any Tribunal decisions.

6. Details of equal opportunity/diversity policies and any equal opportunities monitoring or statistics about staff.

7. Details of any grievances involving discrimination, bullying or harassment in the last 5 years.

8. Details of any job evaluation exercise.

9. Details of any adjustments made for any disabled employee under the Equality Act 2010.

10. Details, and, if available, copies, of any warnings given to employees under the Provider disciplinary or capability procedures.

11. Details regarding any outstanding dispute related to any party accepting liability for meeting any pension shortfall liability.

4.3 Dismissals

1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

2 Details of all employees recruited within the last 12 months.

4.4 Working Time Regulations 1998

1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

4.5 Health and Safety

1 Copy of Health and Safety Policy.

2 Details of any health and safety committees/representatives.

3 Details of any health and safety complaints or recommendations or claims within the last 5 years.

4 Details of any prohibition or improvement notices or adverse visits by the Health and Safety Executive or by a local authority.

4.6 Trainees/Consultants

1 Details of all individuals in the undertaking working on training, work experience or similar schemes including copies of any agreements with individuals or organisations relating to the provision of training or work experience.

2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.

4.7 Absent employees

1 Details of all employees who have notified the Provider that they are pregnant or who are currently absent on maternity leave.

2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.

4.8 Job Evaluation

1 A copy of any job evaluation

4.9 Pension

1 A list of all employees within the Provider's Pensions Scheme, confirmation if the employee is a member of the NHS Pension Scheme or, where they are not, details of the pension scheme and the name of the provider of which they are a member.

2 Details of any current or pending applications for early retirement.

3 Where the Provider employs staff that are not all part of an NHS Pension Scheme, details of the pensions scheme and provider and assurance demonstrable to evidence the scheme is a comparable scheme to the NHS Pension Scheme.

4.10 Redundancy Arrangements

1 Details of any redundancy agreements with recognised trade unions, redundancy selection criteria, details of all redundancy programmes over the last five years (classes of employees concerned, numbers of employees concerned, timescale, level of severance pay), details of any proposed redundancy plans.

2 Copies of all redundancy policies and redundancy pay terms

4.11 Accommodation

1 Details of all persons allowed, entitled or required to occupy Provider owned or controlled accommodation and details of any occupancy agreements or other employees required to / permitted to remain living on company premises as a condition of their employment.

4.12 Salary Reviews

1 Yearly review dates for each group of employees, current state of negotiations, previous undertakings in earlier negotiations, and the basis for salary reviews.

4.13 Lay off and guarantee pay

1 Details of contractual rights and collective agreements relating to lay-off and guarantee pay.

2 Details of any previous lay-off or short-time working over the past five years, e.g. types of employees involved, reason for lay-off etc., duration, levels of remuneration, etc.).

4.14 Proposed Redundancies

1 Details of all staff to be made redundant before the transfer and criteria for selection, payments to be made, and terms of any compromise agreements.

4.15 Planned Early Retirements

1 Individual details of employees offered early retirement before the date of transfer.

4.16 Restrictive Covenants

1 Who is covered by them, copies of covenants.

4.17 TUPE transfer objections

1 Has anyone exercised their rights to object to the transfer of their employment under TUPE Reg. 4 of TUPE.

4.18 Any previous TUPE transfers

1 Have any of the employees previously transferred to the Provider, and if so who and when was the transfer.

5. Provider's obligations pursuant to TUPE

The Provider's obligations, pursuant to TUPE are set out in GC5. The Provider acknowledges and confirms to the CCG that it has considered and will observe the guidance below in fulfilling those obligations:

Providers who are transferors in relation to a TUPE transfer are obliged to give the transferee written information about the employees who are to transfer and all the associated rights and obligations towards them. This is known as Employee Liability Information (ELI) under Regulation 11 of TUPE. This information includes, for example, the identity and age of the employees who will transfer, information contained in the employees' written particulars of employment under section 1 of the Employment Rights Act 1996 and details of any claims that the transferor reasonably believes might be brought.

TUPE may apply to either a transfer of an undertaking (or a part of one), or may be a service provision change.

5.1 Transfer of an undertaking

1. This is a transfer of an economic entity which after the transfer retains its identity.

5.2 Service Provision Changes

1. This applied to outsourcing, a changeover of contractors and in-sourcing.
2. For there to be a service provision change three conditions must be fulfilled:

1. Immediately before the transfer there must be an organised grouping of employees which has as its principal purpose the carrying out of the transferring activities
2. After the transfer the activities must be provided to the same client and
3. the activities carried on after the change must be "fundamentally the same" as those carried on before it.

5.3 Providing Employee Information

1. The transferor is required to provide ELI to the transferee not less than 28 days before the transfer.

5.4 Collective Agreements

1. Tribunals will adopt a "static approach" to terms derived from collective agreements, where the transferee is not a party to the collective agreement or

bargaining process. This means that only those terms in collective agreements in existence at the date of the transfer will be binding on the transferee – not subsequent changes negotiated by the original parties to the collective agreement.

5.5 Pre-transfer consultation

1. Pre-transfer consultation by the transferee can count for the purposes of complying with the collective redundancy rules, provided that the transferee notifies the transferor in writing and the transferor agrees to allow this.

5.6 Consultation in micro businesses

1. Micro businesses (those with 10 or fewer employees) will be allowed to inform and consult directly with affected employees where there is no recognised trade union, nor existing appropriate representatives.

5.7 The Provider as the transferor

All recognised trade unions must be informed at the earliest opportunity if employees they represent may be subject to a TUPE transfer out of the Provider employment.

The information shall include:

1. The fact of the transfer.
2. When the transfer is to take place/likely to take place.
3. The reasons for the transfer.
4. The legal, economic and social implications of the transfer for the 'affected' employees;
5. Details of any measures proposed by the transferor and the transferee.

5.8 Liability passing on to the incoming employer

The transferee takes over the liability for all statutory and contractual rights, claims and liabilities arising from the contract of employment, for example, liabilities in tort, for breach of contract, unfair dismissal and discrimination claims. The exception to this rule applies to criminal liabilities.

It is therefore extremely important for the Provider in cases where it is the transferee to liaise with the transferor and undertake appropriate "due diligence" in relation to the employees transferring. This would include discussion regarding issues such as: disciplinaries, capability cases, long-term sickness absence cases, any claims or potential claims which could progress through an Employment Tribunal process or civil court.

It is possible to create specific warranties that arise out of due diligence and/or disclosure of information provided by the transferor to the transferee. These will help to protect the transferee in cases where appropriate information was not disclosed to the transferee and subsequent legal action is taken by a transferring employee against the transferee for failings by the transferor. However before any legal agreements between both parties are considered it is important that appropriate legal advice should be taken.

6. Purchase of Services Equipment

In this paragraph 6 of Schedule 2I, the following definitions shall apply in addition to those set out in the General Conditions:

“**Equipment Agreements**” means any third-party contracts or leases entered into by the Provider or a Sub-contractor which relate specifically to any Services Equipment that is to be sold or transferred to the Commissioner (or a third party nominated by the Commissioner).

“**Equipment Transfer Date**” means the date agreed by the Parties on which the Commissioner (or any third party nominated by the Commissioner), acquires any Services Equipment from the Provider.

“**Net Book Value**” means:

(a) in respect of Provider Equipment which is shown in the Provider's accounts, the net book value at the time in question;

(b) in respect of Provider Equipment which is available for use but which has been written off in the Provider's accounts, the net book value which the Provider Equipment would have had if the Provider Equipment had been capitalised which, for the avoidance of doubt, shall be calculated by applying the depreciation rate which the Provider Equipment would have had in the event that it had been capitalised on acquisition; and

(c) in respect of consumables, the acquisition cost in respect of such consumables;

in each case, such amounts to be calculated in accordance with usual and consistent accounting principles.

"**Services Equipment**" means all that Equipment used predominantly in connection with the Services.

i) The Provider agrees that in the event of the expiry or termination of this Contract or any Service, howsoever arising, the Commissioner shall have the first option (but not the obligation) to acquire the Services Equipment or any part thereof (or to facilitate that acquisition by a nominated third party) in accordance with the terms set out in this paragraph 6 of Schedule 2I.

ii) No later than 3 months prior to the Expiry Date (or if the amount of notice of termination is less than 3 months, within a reasonable period of time following receipt of notice of termination), or in the event of the Contract or any Service being terminated under more immediate circumstances, as soon as reasonably practicable, the Provider shall provide to the Commissioner a list of the relevant Services Equipment, giving the Net Book Value of each item.

iii) The Commissioner shall confirm in writing to the Provider as soon as reasonably practicable and in any event no later than 5 Operational Days following receipt of the Provider’s list of Services Equipment, which items if any it (or any nominated third party) is interested in acquiring and its agreement or otherwise to the Services Equipment valuations.

iv) Where the Parties are unable to agree the Services Equipment valuations, the Commissioner shall be entitled to refer the matter for resolution by an accountant (either jointly appointed by the Commissioner and the Provider or, if the Parties cannot agree a joint appointment, appointed by the President of the Institute of Chartered Accountants on the application of the Commissioner or the Provider) who shall act as an expert in determining both the relevant Net Book Values and how the expert’s costs shall be allocated between the Parties.

v) No later than 5 Operational Days following:

a) agreement by the Parties of the amounts due in respect of the Services Equipment to be acquired; or

b) in the event that an expert is appointed pursuant to the provisions of paragraph 6(iv) above, determination of the amounts due;

the Provider shall issue an invoice to the Commissioner (or any third party nominated by the Commissioner) for the amount payable in respect of the Services Equipment, such invoice to be payable by the Commissioner (or any third party nominated by the Commissioner) by bank transfer in cleared funds within 30 days of the date of the invoice or, if agreed otherwise by the Parties, on a later date agreed between them.

Completion of Services Equipment Sale

vi) Where the Commissioner (or any third party nominated by the Commissioner) is acquiring Services Equipment pursuant to this paragraph 6 of Schedule 2I, the Provider shall use all reasonable endeavours to either:

1. secure the novation to the Commissioner (or such other person as the Commissioner shall direct in writing) of the Equipment Agreements by the Equipment Transfer Date or as soon as possible thereafter or

2. where it is not appropriate to secure a novation of an Equipment Agreement, so far as it is reasonably practicable, assist the Commissioner (or such other person as the Commissioner shall direct in writing) to enter into a new agreement for the relevant Services Equipment on terms similar to those of the relevant Equipment Agreement.

vii) Subject to payment having been made in accordance with sub-paragraph 6(v) above, title to the Services Equipment shall pass to the Commissioner (or such other person as the Commissioner may direct in writing) from the Provider, and deemed delivery of the Services Equipment shall occur on the Equipment Transfer Date.

viii) In the event that an item of the Services Equipment shall have been in good working order but ceases to be in good working order as at the Equipment Transfer Date it shall (unless the Commissioner informs the Provider to the contrary) be deemed to be excluded from the sale of Services Equipment and the amount payable by the Commissioner (or such other person as the Commissioner shall direct in writing) in respect of the Services Equipment shall be reduced by the Net Book Value of the relevant item and the Provider shall remove the relevant Services Equipment from the Services Environment forthwith. Any necessary adjustment to the Services Equipment sale price shall be made by the Parties and settled accordingly.

ix) The Provider shall indemnify and keep the Commissioner (or any person to whom the Equipment Agreements may be transferred) indemnified in full against all Losses relating to and payable in respect of the Equipment Agreements which are attributable to the period before the Equipment Transfer Date.

x) If any of the Equipment Agreements are not novated by the date on which the Contract or Services terminates or expires (which may be because third-party consent to the novation of any of the Equipment Agreements is refused or otherwise not obtained, or where any of the Equipment Agreements are

incapable of transfer to the Commissioner or such person as the Commissioner may direct by novation or other means):

(a) unless and until any such Equipment Agreement is novated, the Provider shall hold such Equipment Agreement and any monies, goods or other benefits received thereunder as trustee for the Commissioner and its successors in title absolutely;

(b) the Commissioner shall (or shall procure that such person as the Commissioner shall have directed to take the transfer or novation of the relevant agreement shall) (if such sub-contracting is permissible and lawful under the Equipment Agreement in question), as the Provider's sub-contractor, perform all the obligations of the Provider under such Equipment Agreement and, where sub-contracting is not permissible, the Commissioner shall perform such obligations as agent for the Provider;

(c) the Commissioner shall indemnify the Provider and keep it so indemnified in full and on demand from and against all demands of whatsoever nature relating to and payable in respect of the Equipment Agreements which are attributable to the period from and including the Equipment Transfer Date (except where the demand arose from any breach by the Provider of any Equipment Agreement which occurred without the authority or approval of the Commissioner); and

(d) unless and until any such Equipment Agreement is novated, the Provider shall (so far as it lawfully may) at the Commissioner’s reasonable cost give all such assistance as the Commissioner may reasonably require to enable the Commissioner to enforce its rights under such Equipment Agreement and (without limitation) shall provide access to all relevant books, documents and other information in relation to such Equipment Agreement as the Commissioner may reasonably require from time to time.

7. Co-ordinating Commissioner Compensation

“In this paragraph 7 of Schedule 2I, the following definitions shall apply in addition to those set out in the General Conditions:

"**Actual Termination Date**" means the date on which the Contract or any Service terminates.

“**Compensation**” means the amounts agreed to be payable by the Provider to the Co-ordinating Commissioner in the circumstances specified in paragraph 7(i) of this Schedule 2I.

“**Provider Termination Event**” means any of the following:

a) termination of this Contract or any Service by the Provider in accordance with GC 17.3;

b) termination by the Co-ordinating Commissioner of this Contract in accordance with GC 17.4;

c) termination by the Co-ordinating Commissioner of this Contract or any affected Service by the Co-ordinating Commissioner in accordance with GC17.10.

“**Successor Procurement Costs**” means the costs and expenses that the Co-ordinating Commissioner has actually incurred in procuring services which are substantially the same as or similar to the Services, from a successor provider, having taken reasonable steps to mitigate any potential costs of the process and provided that the Co-ordinating Commissioner has evidenced that its expenditure was proportionate to the services being re-procured.

i) Where a Provider Termination Event occurs during the Contract Term at any time after the date which falls 12 months from the Effective Date, the Provider shall pay to the

Co-ordinating Commissioner, by way of Compensation, the Successor Procurement Costs, such Compensation being due and payable within 20 Operational Days of the date when the Co-ordinating Commissioner notifies the Provider:

a) that the last of such Successor Procurement Costs have been incurred; and

b) the total amount of all Successor Procurement Costs incurred.

8. Electronic Referral Service (Directory of Services)

The Provider has a duty in accordance with SC6 to ensure that published services in the NHS E-Referral service through a Directory of Services are up to date at all times, in particular that any decommissioned service is taken off that register in a timely manner to ensure that referrals cannot be received.

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Transfer of and Discharge policies must comply with the following guidance
https://www.england.nhs.uk/publication/guidance-on-the-nhs-standard-contract-requirements-on-discharge-summaries-and-clinic-letters-and-on-interoperability-of-clinical- it-systems/

https://www.gov.uk/government/publications/hospital-discharge-service-policy-and-operating-model

AND

Include the requirements identified within the NHSE policy template:
www.nhs.uk/NHSEngland/keogh-review/Documents/quick-guides/background-docs/TEMPLATE-POLICY.docx

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

Ref	Policy	Date of review	Document/link
1	Safeguarding Children's Core Competency Framework	Published January 2019 Published December 2020	https://www.rcn.org.uk/professional-development/publications/pub-007366 and https://www.rcn.org.uk/professional-development/publications/rcn-looked-after-children-roles-and-competencies-of-healthcare-staff-uk-pub-009486
2	Working together to Safeguard Children 2018	Published July 2018	https://www.gov.uk/government/publications/working-together-to-safeguard-children--2
3	Protecting Children who move across local Authority Borders	Policy date January 2013	Protecting Children who move across Local Authority Borders
4	Safeguarding Adults Multi-agency Policy & Procedures for the West Midlands	Document Issued November 2019	WM_Adult_Safeguarding_PP_v20_Nov_2019.pdf (safeguardingwarwickshire.co.uk)
5	West Midlands – Adults Position of	Document Issued December 2018	WM_Adult_PoT_Framework_v2.0.pdf (safeguardingwarwickshire.co.uk)

	Trust Framework		
6	NHS England – Prevent Training and Competencies Framework	Updated April 2021	PDF Prevent Training and Competencies Frame
7	NHSE Safeguarding Accountability Assurance Framework	Updated August 2019	https://www.england.nhs.uk/publication/safeguarding-children-young-people-and-adults-at-risk-in-the- nhs-safeguarding-accountability-and-assurance-framework/
8	West Midlands Sexual Assault and Abuse Strategy	Updated 2020	https://www.westmidlands-pcc.gov.uk/wp-content/uploads/2021/01/WM-SAAS-2020-2023.pdf?x39505
9	West Midlands – Domestic Violence and Abuse Standards	Published September 2015	https://www.sandwell.gov.uk/downloads/file/23747/west_midlands_domestic_violence_and_abuse_standards
10	STP Safeguarding Assurance Framework	Published June 2020	PDF 10_STP Safeguarding Assurance Reporting
11	Provider Mental Capacity Act Policy		PDF DWMHT Mental Capacity Act Policy.pd PDF Sched2K_BCPFT Mental Capacity Act

12	Provider Safeguarding Adults Policy		DWMHT Safeguarding Adults P Sched2K_BCPFT Safeguarding Adult
13	Provider Safeguarding Children Policy		DWMHT Safeguarding Childre Sched2K_BCPFT Safeguarding Childr

The provider shall work within the policies included within this schedule.

The list of policies included within this section of the contract is not exhaustive and the Commissioner reserves the right to include additional policies that are relevant to the services provided under this contract.

As the National and Regional Policies within this Schedule are reviewed and amended the latest version of the Policies will become applicable. It is the Provider's duty to ensure that they are compliant with all National and Regional Safeguarding Policies and Procedures.

It is required that the Provider sends and representative to every Safeguarding Quality Review Meeting. (SGQRM). This group will be responsible for monitoring that the SG Dashboards are performing to standards set and that mandatory training requirements are met by providers. Where there is underperformance the ICB SG Lead should notify the Contract Manager of the underperformance and provide suitable evidence. The ICB Contract Manager shall then undertake any contractual management action deemed appropriate.

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

Universal Personalised Care: Implementing the Comprehensive Model (UPC) (https://www.england.nhs.uk/operational-planning-and-contracting/) outlines key actions required to support the roll out of personalised care in accordance with NHS Long Term Plan commitments. UPC has 6 key components: Patient Choice, Personalised Care and Support Planning, Supported Self-Management, Shared Decision Making, Social Prescribing and Personal Health Budgets.

In this context, Schedule 2M should be used to set out specific actions which the Commissioner and/or Provider will take to give Service Users greater choice and control over the way their care is planned and delivered, applying relevant components as listed above. Actions set out in Schedule 2M could focus on making across-the-board improvements applying to all of the Provider's services – or on pathways for specific conditions which have been identified locally as needing particular attention. Actions set out in Schedule 2M should be the result of co-production with Service Users and their families / carers. Those with lived experience of relevant conditions and services should be involved at every stage in the development of personalised approaches.

Detailed suggestions for potential inclusion are set out below.

Patient choice and Shared decision-making (SDM)

Enabling service users to make choices about the provider, team and services that will best meet their needs, and facilitating SDM in everyday clinical practice are legal and NHS Constitution requirements, as well as specific contractual obligations under SC6.1 and SC10.2.

In brief, SDM is a process in which Service Users and clinicians work together to discuss the risks, benefits and consequences of different care, treatment, tests and support options, and make a decision based on evidence-based, good quality information and their personal preferences. For a full definition, see the General Conditions and the resources available at https://www.england.nhs.uk/shared-decision-making/. NICE guideline NG197 on Shared Decision Making (https://www.nice.org.uk/guidance/ng197) reinforces the need for SDM to be part of everyday practice across all healthcare settings.

1. *Use Schedule 2M to set out detailed plans to support patient choice and to embed use of SDM as standard across all relevant services. This should include:*

1. *ensuring workforce have access to training and support to embed SDM, such as via the Personalised Care Institute (https://www.personalisedcareinstitute.org.uk/);*
2. *considering the use of validated patient-reported measures of SDM;*
3. *embedding processes to support Service Users in preparing for SDM conversations and making informed choices, including the use of decision support tools where available.*

Personalised care and support plans (PCSPs)

Development, use and review of PCSPs are contractual obligations under SC10.3-10.4. In essence, PCSPs are a record of proactive, personalised conversations about the care a Service User is to receive, focused on what matters to the person; for a full definition, see the General Conditions. PCSPs are recommended for all long-term condition pathways plus other priority areas as set out in the NHS Long Term Plan. These include maternity

services, palliative and end of life care, residential care settings, cancer, dementia, and cardio-vascular diseases.. A simple version of a PCSP can also be used to support people who are on a waiting list for an elective procedure to consider what interim support they may need. PCSPs must also be in place to underpin any use of personal health budgets.

1. *Use Schedule 2M to set out detailed plans to embed the development, review and sharing of PCSPs and to expand the ways in which Service Users are offered meaningful choice over how services are delivered. Plans should include ensuring that the workforce have access to training and support to embed personalised care and support planning, for example via the Personalised Care Institute; and preparations for the digitisation of PCSPs in readiness for compliance with the DAPB Information Standard for Personalised Care and Support Plans. See PRSB Personalised Care and Support Plan standard.*

Social prescribing

Primary Care Networks are now employing social prescribing link workers, tasked with connecting patients to community groups and statutory services for practical and emotional support (see Social prescribing and community-based support: Summary Guide (https://www.england.nhs.uk/publication/social-prescribing-and-community-based-support-summary-guide/)).

1. *Use Schedule 2M to set out a plan for how staff within the Provider will be made aware of the local social prescribing offer and for how referrals to and from social prescribing link workers or to digital social prescribing systems and services can be made, aligned to any local PCN shared plans for social prescribing as outlined in the PCN Contract DES.*

Supported self-management

As part of SDM and PCSPs, the support Service Users need to help them manage their long-term condition/s should be discussed with them. Interventions that can help people to develop the capacity to live well with their condition(s) include health coaching, self-management education, and peer support. NHS@home also supports more connected, personalised care using technology such as remote monitoring devices to support people to better self-manage their health and care at home with education and support from clinical teams

2. *Use Schedule 2M to describe plans to embed the offer of supported self-management and to ensure appropriate referrals to self-management interventions, including access to digital tools and supported remote monitoring of long-term conditions.*

Personal health budgets (PHBs)

In brief, PHBs are an amount of money to support a person's identified health and wellbeing needs, planned and agreed between them and their local CCG/ICB. Schedule 2M can be used to set out the detailed actions which the Commissioner and/or Provider will take to facilitate the roll-out of PHBs (including integrated personal budgets) to appropriate Service Users.

Legal rights to have PHBs now cover:

1. *adults eligible for NHS Continuing Healthcare and children / young people eligible for continuing care;*
2. *individuals eligible for NHS wheelchair services; and*
3. *individuals who require aftercare services under section 117 of the Mental Health Act.*

Not all of the examples below will be relevant to every type of personal budget and the locally populated Schedule 2M will likely need to distinguish between different types of personal budgets to ensure that it is consistent with the CCG's/ICB's statutory obligations and NHS legal frameworks.

The CCG/ICB must retain responsibility for, amongst other things:

1. *deciding whether to grant a request for a PHB;*
2. *if a request for a PHB is granted, deciding whether the most appropriate way to manage the PHB is:*
   1. *by the making of a direct payment by the CCG/ICB to the individual;*
   2. *by the application of the PHB by the CCG/ICB itself; or*
   3. *by the transfer of the PHB to a third party (for example, the Provider) who will apply the PHB.*

If the CCG/ICB decides that the most appropriate way of managing a PHB is by the transfer of the PHB to the Provider, the Provider must still obtain the agreement of the CCG/ICB in respect of the choices of services/treatment that Service Users/Carers have made, as set out in PCSPs.

4. *Use Schedule 2M, for example, to:*

1. *describe which identified groups of Service Users are to be supported through a personalised care approach and which particular cohorts are to be offered PHBs;*

2. *clarify the funding arrangements, including what is within the Price and what is not;*

3. *set out a roll-out plan, with timescales and target levels of uptake (aimed at delivering the CCG/ICB's contribution towards the targets set out in the NHS Long Term Plan PHBs to be offered to Service Users/Carers from particular care groups, including, but not limited to those with legal rights listed above, people with multiple long-term conditions; people with mental ill health; people with learning disabilities);*

4. *describe how the process of PHBs is aligned with delivery of personal budgets in social care and education, to ensure a seamless offer to Service Users/Carers;*

5. *require the Provider to implement the roll-out plan, supporting Service Users/Carers, through the personalised care and support planning process, to identify, choose between and access services and treatments that are more suitable for them, including services and treatments from non-NHS providers – and to report on progress in implementation;*

6. *require the Provider to agree appropriate financial and contractual arrangements to support the choices Service Users/Carers have made; and*

7. *set out any necessary arrangements for financial audit of PHBs, including for clawback of funding in the event of improper use and clawback in the event of underspends of the person's budget, ensuring this is discussed and agreed with the person beforehand.*

SCHEDULE 2 – THE SERVICES

N. Health Inequalities Action Plan

Agreement of this schedule will not be available prior to 31st March 2022. Therefore, the development and inclusion of a Health Inequalities actions plan will be included within Schedule 6D – Service Development and Improvement Plan.
The guidance below sets out some considerations to be taken into account in populating Schedule 2N.

Schedule 2N should be used to set out specific actions which the Commissioner and/or Provider will take, aimed at reducing inequalities in access to, experience of and outcomes from care and treatment, with specific relation to the Services being provided under this Agreement.

Successfully tackling health inequalities will always necessitate close working with other local organisations from the statutory sector and beyond – and the specific actions set out in Schedule 2N should always be rooted in wider systems for partnership working across the local area.

Detailed suggestions for inclusion are set out below. The Commissioner and Provider should also refer to the five strategic priorities for tackling health inequalities in the 2022-23 Priorities and Operational Planning Guidance (https://www.england.nhs.uk/operational-planning-and-contracting/).

Better data and intelligent use of data

Schedule 2N can be used to set out:

1. *how the Parties will work with other partners to bring together accessible sources of data to understand levels of variation in access to and outcomes from the Services and to identify and prioritise cohorts of vulnerable individuals, families, and communities, capitalising on growing understanding of population health management approaches and applications. This may include using data at national, regional and local levels and the use of the Health Inequalities Improvement Dashboard (HIID) (https://future.nhs.uk/EHIME/view?objectID=31141136);*

2. *how they will use this intelligence base to analyse and prioritise action at neighbourhood, "place" and system level;*

3. *what action the Provider will take to ensure that data which it reports about its Services is accurate and timely, with particular emphasis on attributing deprivation, ethnicity, disability, ethnicity, sexual orientation, and other protected characteristics; and*

1. *how the provider will improve the way in which its analysis and reporting (internally and to the Commissioner) of its performance (including in managing waiting lists) breaks down the position by deprivation and ethnicity – and what actions it will take to address disparities which are identified and to prevent inequalities from widening.*

Community engagement

Schedule 2N can be used to describe how the Parties will work with partners to map established channels of communication and engagement with locally prioritised cohorts identified in the Core20PLUS5 approach (https://www.england.nhs.uk/about/equality/equality-hub/core20plus5/, to identify barriers

or gaps to meaningful and representative engagement, and to develop action plans to address these.

Engagement activity should consider the variety of cohorts identified in the CORE20PLUS5 approach, for example:

1. *socio-economically deprived communities (identified by the English indices of deprivation 2019 https://www.gov.uk/government/statistics/english-indices-of-deprivation-2019)*
2. *those with protected characteristics e.g. black, Asian and minority ethnic groups; disabled; LGBTQ+*
3. *potentially socially excluded cohorts e.g. inclusion health groups such as rough sleepers, the homeless; asylum seekers and Gypsy, Roma and Traveller groups*
4. *digitally excluded cohorts*
5. *geography – urban, rural and coastal inequalities.*

Through these and other routes shared intelligence(such as local data, insight and understanding from the Health Inequalities Improvement Dashboard, population health management data and public health data profiles) can form the basis for practical goals and actions to be agreed, and set out in this Schedule, to meet established needs.

Access to and provision of the Services

Schedule 2N can be used to describe:

1. *what actions the Parties will take to ensure that appropriate patients are identified for referral to the Services, by GPs and other referrers, with particular emphasis on vulnerable cohorts as identified in the Core20PLUS5 approach;*

2. *how the Provider can support those referring into its Services through formal and informal means, such as shadowing schemes, educational programmes, health literacy programmes, advice and guidance services;*

3. *how the Provider can develop and improve its services so that they respond more appropriately to the needs of vulnerable groups as identified in the Core20PLUS5 approach, ensuring a culturally competent and appropriate approach;*

4. *(with reference to SC12) what communication channels the provider will use to engage with patients (e.g. digital channels; single point of access/hub; face-to-face direct; channels suitable for patients facing digital exclusion and digital poverty);*

5. *how the Provider can reduce unwarranted variations in access, experience and outcomes for those using the Services especially in delivering elective recovery.*

Implementation, monitoring and evaluation

Schedule 2N can set out clear timescales for the agreed actions described above, as well as arrangements through which the Parties will jointly monitor progress against these timescales and evaluate whether improved outcomes are achieved. This should involve other partners as appropriate, and include engagement with the prioritised vulnerable groups, including those receiving the service but also those who might benefit but are not accessing the services.'

Schedule 2N can also be used to set out how the Commissioner and Provider will provide feedback to the partners they have worked with on delivering this plan.

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

1. *identifies the Service*
2. *describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at:www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) should be copied or attached)*
3. *describes any currencies (including national currencies) to be used to measure activity*
4. *describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)*
5. *sets out prices for the first Contract Year*
6. *sets out prices and/or any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).*

There are no local prices within the contract

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS England (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets. Any locally-agreed adjustments (under rule 3 of the Aligned Payment and Incentives Rules) should also be included here.

Not applicable

SCHEDULE 3 – PAYMENT

C. 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 England (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices). For each Local Modification application granted by NHS England, copy or attach the decision notice published by NHS England. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not applicable

SCHEDULE 3 – PAYMENT

D. Aligned Payment and Incentive Rules

The content of this Schedule should cover the following. See the Aligned Payment and Incentive Rules within the National Tariff for more detailed advice. Note in particular the expectation that API arrangements are to operate at ICB footprint level. In any system where there is more than one CCG, this Schedule 3D should therefore show both individual API values for each CCG and aggregate API values, across CCGs, at ICB level. This will ensure clarity when contracts signed by CCGs transfer to successor ICBs on their formal establishment.

Fixed Payment

Include a table setting out the agreed Fixed Payment for each Commissioner to which the Aligned Payment and Incentive Rules apply.

Best Practice Tariffs

Include a table setting out, for each applicable Best Practice Tariff and for each applicable Commissioner, the financial value which has been included within the Fixed Payment in relation to the Provider's expected performance against that Best Practice Tariff. This is the value against which actual performance will be measured in-year, with adjustments to payment being made accordingly.

Value of Elective Activity

Include a table setting out, for each applicable Commissioner, the Value of Elective Activity which has been included within the Fixed Payment. This is the value against which actual activity will be measured in-year, with adjustments to payment being made accordingly at the relevant variable rate described in the Aligned Payment and Incentive Rules.

Advice and guidance activity

Include a table setting out, for each applicable Commissioner, the expected financial value of advice and guidance activity which has been included within the Fixed Payment, and the assumptions on which this value has been determined. This is the level against which actual activity will be measured in-year, with adjustments to payment being made as described in the Aligned Payment and Incentive Rules.

CQUIN

Include a table setting out, for each applicable Commissioner, the financial value which has been included within the Fixed Payment for CQUIN. This should be based on the assumption that the Provider will achieve full compliance with the applicable CQUIN Indicators and will therefore earn the full 1.25% value. But reductions to payment should be made after the year-end, in accordance with the Aligned Payment and Incentive Rules and under the CQUIN reconciliation process set out in SC38, if the Provider under-performs against the CQUIN Indicators.

Agreed local adjustments

Any local adjustments to the price payable under the Aligned Payment and Incentive Rules which have been agreed between a Commissioner and the Provider and approved by NHS England should be shown in Schedule 3B (Local Variations).

SCHEDULE 3 – PAYMENT

E. CQUIN

The following CQUINs apply for the first contract year (2022-2023)

- Flu vaccinations for frontline healthcare workers
- Cirrhosis and fibrosis tests for alcohol dependent patients
- Routine outcome monitoring in community mental health services
- Use of anxiety disorder specific measures in IAPT
- Biopsychosocial assessments by MH liaison services
- Routine outcome monitoring in CYP and perinatal mental health services

CQUIN Template_202223.xlsx

https://www.england.nhs.uk/nhs-standard-contract/cquin/2022-23-cquin/

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

To be completed with detail sourced from the Final Planning Return once this is available – finance to advise

(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.25.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard and with national requirements for increased investment in Primary Medical and Community Services, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/

Guidance on investment in primary and community services will be published separately on FutureNHS in due course.)

Below is the agreed Expected Annual Contract Value (EACV) for 2022/23:

ICB	Commissioner	Expected Annual Contract Value (including CQUIN)
BLACK COUNTRY ICB	Y08 - Black Country & West Birmingham CCG	£188,706,065.00
	Boundary Change and Practice move (Full year effect)	£699,540.00
	Lead Provider (Part Year Effect)	£42,590,038.00
	Lead Provider Programme Costs (Part Year Effect)	£631,598.00
	Mental Health SDF	£14,975,000.00
	Learning Disability & Autism SDF	£966,000.00
	Y08 - Black Country & West Birmingham CCG sub total	**£248,568,241.00**
	Reversal of boundary Change and practice move (Q1)	-£174,885.00
	Y08 - Black Country & West Birmingham CCG Total	**£248,393,356.00**
STAFFORDSHIRE AND STOKE ON TRENT ICB	04Y - NHS Cannock Chase CCG	£911,466.00
	05Q - NHS South East Staffs And Seisdon Peninsular CCG	
	05G - NHS North Staffordshire CCG	
	05V - NHS Stafford And Surrounds CCG	
	05W - NHS Stoke On Trent CCG	
BIRMINGHAM AND SOLIHULL ICB	15E - NHS Birmingham And Solihull CCG	£3,985,086.00
	Boundary Change and practice move (Q2-Q4)	-£524,655.00
	15E - NHS Birmingham And Solihull CCG Total	£3,460,431.00
		£252,765,253.00

The figures in the table include CQUIN.

SCHEDULE 3 – PAYMENT

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

The Trust will be paid 1/12th of the contract value (pro rata for 2022/23). Mandate payments will be made on the 15th working day of each month