

NHS Standard Contract 2020/21

Particulars (Full Length)

Contract title / ref:

***CMT-784 ERS Medical Patient
Transport***

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(please do not send contracts to this email address)

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Contract Reference	CMT-784 ERS Medical Patient Transport
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DATE OF CONTRACT	24/03/2021
SERVICE COMMENCEMENT DATE	01/08/2021
CONTRACT TERM	01/08/2021 to 31/07/2026 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS North Staffordshire CCG (05G) NHS Stoke on Trent CCG (05W) NHS Stafford and Surrounds CCG (05V) NHS Cannock Chase CCG (04Y) NHS South East Staffordshire and Seisdon Peninsula CCG (05Q) NHS East Staffordshire CCG (05D) NHS Midlands Partnership Trust (RRE)
CO-ORDINATING COMMISSIONER	NHS Stafford and Surrounds CCG (05V)
PROVIDER	ERS Medical (ODS 8JR17) Principal and/or registered office address: :Angels Wing1, First Floor Whitehouse Street Hunslet Leeds LS10 1AD Company number: 10783395

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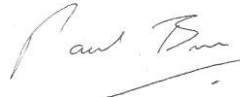
CONTRACT

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

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

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

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



SIGNED by Signature
Paul Brown for and on behalf of Staffordshire CCGs	Chief Finance Officer Title 6 April 2021 Date

SIGNED by

Signature

Chief Executive

Neil Carr OBE for

and on behalf of **Title**

**NHS Midlands Partnership Foundation
Trust**

Date

SIGNED by Signature
Andrew Pooley for and on behalf of ERS Medical Title Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	24 03 2021
Expected Service Commencement Date	01 08 2021
Longstop Date	01 08 2021
Service Commencement Date	01 08 2021
Contract Term	5 years commencing 01/08/2021 (or as extended in accordance with Schedule 1C)
Option to extend Contract Term	YES By 2 years
Commissioner Notice Period (for termination under GC17.2)	12 months
Commissioner Earliest Termination Date	12 months
Provider Notice Period (for termination under GC17.3)	12 months
Provider Earliest Termination Date	12 months

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	√
Radiotherapy Services (R)	
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	
Services commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	NO
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	NO
Service Requirements	
Indicative Activity Plan	YES
Activity Planning Assumptions	NO
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	NO

Prior Approval Response Time	Not applicable
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Standard	
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	NO
Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?	NO
PAYMENT	
Expected Annual Contract Value Agreed	YES
Must data be submitted to SUS for any of the Services?	NO
QUALITY	
Provider type	Other
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	CEDR
Provider's Nominated Individual	Personal data removed
Provider's Information Governance Lead	Personal data removed
Provider's Data Protection Officer (if required by Data Protection Legislation)	Personal data removed
Provider's Caldicott Guardian	Personal data removed
Provider's Senior Information Risk Owner	Personal data removed
Provider's Accountable Emergency Officer	Personal data removed
Provider's Safeguarding Lead	Personal data removed
Provider's Child Sexual Abuse and Exploitation Lead	Personal data removed
Provider's Mental Capacity and Liberty Protection Safeguards Lead	Personal data removed
Provider's Prevent Lead	Personal data removed
Provider's Freedom To Speak Up Guardian(s)	Personal data removed
Provider's UEC DoS Contact	Not applicable
Commissioners' UEC DoS Leads	Not applicable
CONTRACT MANAGEMENT	

Addresses for service of Notices	Co-ordinating Commissioner & all Staffordshire CCGs: Director of Commissioning Commissioning Team
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	<p>Number 2, Staffordshire Place, Stafford ST16 2LP</p> <p>Provider: ERS Transition Ltd Angels Wing 1, First Floor, Whitehouse Street, Hunslet, Leeds, LS10 1AD</p>
Frequency of Review Meetings	Monthly
Commissioner Representative(s)	Personal data removed
Provider Representative	Personal data removed

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
2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)
3. Evidence of Monitor's 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*] To Follow.
5. Schedule 2A section 6.1 - List of Provider Premises to be confirmed
6. Schedule 6A – “Reporting Requirements” to be completed, (i.e.format of reports to be confirmed.)

The Provider must complete the following actions:

Not Applicable

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
N/A		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

To be included only in accordance with the Contract Technical Guidance.

1. As advertised to all prospective providers before the award of this Contract, the Commissioners may opt to extend the Contract Term by 2 years.
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 6 months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

This is a non-mandatory model template for local population. Commissioners may retain the structure below, or may determine their own in accordance with the Contract Technical Guidance.

Service Specification No.	ITT 769
Service	Non-Emergency Patient Transport Services (NEPTS) across Staffordshire
Commissioner Lead	Personal data removed
Provider Lead	
Period	01/08/2021 to 31/07/2026 (With the option to extend for a further 2 years, subject to an annual review)
Date of Review	Annual

<p>1. Population Needs</p> <p>1.1 National/local context and evidence base</p> <p>1.2 The registered population of Staffordshire and Stoke-on-Trent Clinical Commissioning Groups is 1,126,000 (June 2018; ONS)</p> <p>1.3 Within Staffordshire there is one large acute hospital (University Hospitals North Midlands) operating from two sites (Stoke-on-Trent and Stafford). Two other acute hospitals have sites within Staffordshire – Cannock Hospital is part of the Royal Wolverhampton Hospitals NHS Trust (RWT) and Queens Hospital Burton is part of University Hospitals Derby and Burton (UHDB). The Staffordshire Community services provider is Midlands Partnership Foundation Trust who in addition also delivers mental health services in South Staffordshire and North Staffordshire is delivered by the North Staffordshire Combined Health Care Trust, both have numerous bases within Staffordshire including multiple in-patient facilities. There are also a number of Hospices in Staffordshire.</p> <p>1.4 Outside Staffordshire, a proportion of patients, particularly in the South access acute hospital services from outside Staffordshire, including the main RWT and UHDB sites and services provided by Dudley group of Hospitals, Sandwell and West Birmingham, Walsall Manor, University Hospitals Birmingham. These journeys will be included within the normal contract activity and not as extra contractual journeys</p> <p>1.5 Smaller numbers of patients access service even further afield, either through patient choice or as part of commissioned clinical pathways.</p> <p>1.6 Improving access to healthcare and reducing health inequalities are key objectives for the Staffordshire and Stoke-on-Trent Clinical Commissioning Groups. In order to achieve this, these CCGs recognise that some patients will because of their health needs be unable to or find it more difficult to access NHS funded healthcare services without access to a non-emergency transport service.</p> <p>1.7 Staffordshire and Stoke-on-Trent Clinical Commissioning Groups will commission Non- Emergency Patient Transport Services (NEPTS) to ensure that patients with health needs that mean they are unable to access NHS healthcare services will be offered access to NHS funded transport in line with national requirement and eligibility policy.</p>

- 1.8 NEPTS will be provided for non-emergency patients in accordance with guidelines set nationally and eligibility criteria. A non-emergency patient is defined as a patient who, whilst requiring medical attention which may, or may not be of a specialist nature, does not require a 999 response.
- 1.9 The Department of Health defines Non-emergency Patient Transport Service (PTS) activity as being typified by the non-urgent, planned transportation of patients, with a medical need for transport, to and from a premises providing NHS healthcare and between NHS healthcare providers.
- 1.10 The Department of Health has defined eligibility for NHS funded NEPTS as being:
- Where the medical condition of the patient is such that they require the skills or support of PTS staff on/after the journey and/or where it would be detrimental to the patient's condition or recovery to travel by other means.
 - Where the patient's medical condition impacts on their mobility to such an extent that they would be unable to access healthcare, and/or it would be detrimental to the patient's condition or recovery to travel by other means
 - Being a parent or guardian of a child being conveyed to or from hospital where the child's medical condition requires support of PTS staff.
- 1.11 Eligibility is purely based on the above criteria and is not affected by either a patient's ability or choice to access other forms of transport or by the fact that in the past a patient may have made his or her own transport arrangements. Details are included in section 3.18 below.
- 1.12 Verifying eligibility for NEPTS is recognised as being a joint responsibility of the clinicians organising the clinical services and the NEPTS service provider.
- 1.13 The overarching principle of PTS is that patients who are eligible for transport will receive safe, timely and comfortable transport, without detriment to their medical condition. This can and should encompass a wide range of vehicle types and be crewed by staff with appropriate skills consistent with the patients' transport needs.
- 1.14 Across Staffordshire and Stoke on Trent in the last two years there have been numerous changes to the configuration of health services including 3 mergers of main Staffordshire providers. At present there are ongoing pre-consultation processes which may lead to further changes and the Staffordshire and Stoke-on-Trent Sustainability and Transformation Partnership (STP) plans are being delivered and will continue to be delivered. In addition we are aware of the potential for regional NHS configuration changes, for example the configuration of specialised services commissioned by NHS England. We are also aware that there are likely to be changes within secondary care provider's that may lead to variation in demand for NEPTS.
- 1.15 Staffordshire and Stoke-on-Trent CCGs make no presumptions about the outcome of consultations and therefore the NEPT services need to be commissioned in a way that allows the service to change in line with other wider changes. We also recognise the risks of attempting to forecast NEPTS demand in the face of a changing NHS. The CCGs recognise that such changes might increase or decrease both journey numbers and mean and median mileage of journeys. The Standard NHS contract includes provision for providers or commissioners to review activity.
- 1.16 The current guidance underpinning this service specification is that issued by the Department of Health in 2007. In the event of changes to National Policy Guidance, General Condition 13.5 will apply.

1.17 Staffordshire and Stoke-on-Trent CCGs recognise that COVID-19 has changed the way some health services are provided and there will inevitably be an impact

on NEPTS demand and delivery. At the time of writing the specification the commissioners are unable to forecast the impact on activity and what likely infection and prevention controls will be placed on providers.

1.18 The Provider will be responsive to the release of any new or updated guidance national guidance. The Provider will be expected to implement any relevant guidance as a result of the pandemic in a timely manner e.g. infection control, PPE, decontamination and social distancing measures and ensure that any training is undertaken to ensure compliance.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

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

2.2 ~~Local defined outcomes~~

- NEPTS will function as a critical part of the local health economy system for ensuring smooth patient flow, capacity management and timely discharge.
- There will be no detriment to patients health and wellbeing during their journey
- Patients will arrive in a safe and timely manner
- Patients will not spend an unreasonable amount of time on vehicles
- Patients will be collected promptly, in reasonable timescales following their appointment
- Patients will be treated with courtesy, dignity and respect at all times
- The service Provider must take action to reduce carbon emissions and the carbon footprint of patient journeys where possible
- The service must be innovative in its approach using best practice and technology to respond to future needs.
- NEPTS and the role of the provider will form a key part of the local health economy and Staffordshire Resilience Forum (SRF) emergency response system and the NEPTS provider will in the event of a declared major incident contribute its assets and resources to supporting the response to and recovery from the incident.

Specific measurable outcomes are detailed in Schedule 4 as local quality requirements, which form the KPIs of the contract. Over time, an element of the annual contract value will be linked to achievement of specified outcomes.

3. Scope

3.1 Aims and objectives of service

The overall aim of the service is to ensure that the NEPTS functions as an integrated and seamless part of the patients overall NHS services available to patients in Staffordshire and Stoke-on-Trent. Patients who are eligible for transport will receive safe, timely and comfortable transport to their destination, without detriment to their medical condition. Patients should have a positive experience during their contact with NEPTS. The NEPTS should make a positive contribution to continuously improving the

overall quality and cost effectiveness of the NHS services it supports.

Non-Emergency Patient Transport Services will be delivered in line with the following principles:-

3.1.1 Quality

The NEPTS will improve access to healthcare for eligible patients. The Provider will ensure that patients are transported in a legal, safe, friendly, dignified, clean and comfortable environment by appropriately qualified staff; ensuring that journey times are minimal and arrival and/or departure times are prompt.

3.1.2 Integration

The NEPTS will function as an integrated part of the overall health and social care services across Staffordshire and Stoke-on-Trent. The provider will create strong effective and flexible relationships with all relevant organisations inside and outside Staffordshire including NHS providers and the NEPTS providers commissioned in other health economies working in the same sites.

3.1.3 Flexible & Responsive

The NEPTS will be a flexible service that can meet, and respond to the changing needs of the healthcare environment. The Provider is the expert in delivering a fit for purpose service specific to the needs of the population serviced and local health economy.

3.1.4 Communication Performance and Relationships with third party organisations

The NEPTS Provider will undertake clear regular and effective communication with all parties and support or feed into strategic planning of individual NHS healthcare providers where appropriate. The Provider will understand its position and minimise its own impact on the financial efficiency of both community and acute healthcare. The Provider will improve patient and stakeholder satisfaction year on year.

The NEPTS provider will have or will set up robust and effective communication channels to meet this specification without needing to require CCGs to act as “broker” – For example the NEPTS provider will from day 1 have set up communication channels with NHS hospitals inside and outside Staffordshire from which Staffordshire residents regularly receive Staffordshire services as well as the other NEPTS providers working from those sites. These communication channels will ensure issues are readily resolved.

The NEPTS provider will offer input into and support for NHS hospitals inside and outside Staffordshire with respect to discharge planning and patient flow. This input will be in proportion to the contribution the NEPTS provider makes to the daily discharge levels.

The NEPTS provider will communicate and work with NHS hospitals inside and outside Staffordshire to resolve any On site logistical or operational issues as they arrive.

The NEPTS provider will set up communication arrangements with neighbouring NEPTS provider booking centres so that all the booking centres have simple rapid systems to resolve situations arising where a booking was inadvertently made with the incorrect provider.

3.1.5 Value for Money

The NEPTS will be cost effective to Commissioners and the taxpayer.

3.1.6 Innovations and Information Technology

The NEPTS Provider will use innovation and maximise information technology to ensure maximum efficiency through robust logistical management.

3.1.7 Sustainability

The NEPTS Provider will plan and manage patient journeys to maximise efficiency and minimize their carbon footprint and harmful emissions. The Provider will endeavour to provide vehicles that minimise their detrimental impact on the environment. The Provider will have a plan to improve sustainability, and reduce emissions (proportionate to activity) and will comply with its own set of environmental standards. The Provider is the expert in monitoring and improving its impact on the environment within the context of national environmental objectives.

3.1.8 The specific objectives of Staffordshire and Stoke-on-Trent NEPTS are to

- Provide high quality; patient centred services delivered in a safe, friendly and effective manner by appropriately trained staff in clean, comfortable, fit for purpose vehicles.
- Provide safe, timely and reliable high quality transportation of patients attending NHS funded healthcare settings
- Improve service quality by:
 - Providing efficient appropriate flexible transport and professional staff with relevant supporting skills to service patients' transport needs.
 - Provide an easy, accessible and robust booking process for NEPTS.
- Ensure that Patients privacy and dignity will be respected.
- Manage demand, through application of the specified eligibility criteria, and minimising inappropriate (defined as ineligible) use of NEPTS.
- Have in place an eligibility screening and assessment process as part of the service offering which ensures equity of access through consistent and appropriate application of eligibility criteria to match PTS service delivery to the patient's needs.
- Be able to evidence how demand is effectively managed, providing information on areas like the number of patients ineligible for transport identified through eligibility screening.
- Minimising journey times and ensuring prompt arrival for appointments etc and collection following appointments or patient being ready to return home.
- Deliver agreed quality requirements and key performance indicators consistently.
- Ensure that available capacity is aligned to predictable peak demand at seasonal, monthly weekly, daily and hourly level with ability to flex capacity both in response to predicted demand and where necessary in response to actual demand.
- Deliver a responsive service which must provide flexibility in order to respond to changing needs such as (but not limited to) new destinations and be flexible in relation to arrival/collection times.
- Provide timely and accurate information as specified in the contract in relation to activity, quality, performance and cost of service provision.
- Respond promptly to identified shortfalls or deteriorations in the service.
- Maintain effective engagement with Commissioners and the wider local health economy to develop and promote continuous service improvement with a focus on

innovation and patient safety.

- Engage with the wider health economy through existing governance arrangements to promote effective two-way dialogue on the provision of services and receiving feedback on provided services.
- Be innovative in the use of information technology; ensuring the use of robust systems and best practice when scheduling activity, keeping patients and clinical partners (including the relevant clinical teams discharging, receiving or expecting the patient) informed and responding to future needs

3.2 Service description/care pathway

3.2.1 General Requirements

- 3.2.1.1** The NEPTS will operate under the NHS Standard Contract 2021/2022; 7 days a week 365 days a year (366 days in a leap year) based on the current activity levels.
- 3.2.1.2** The Provider is responsible for all aspects of the NEPTS provision.
- 3.2.1.3** The Provider is the single point of contact for the community and acute healthcare providers in the provision of NEPTS.
- 3.2.1.4** If the Provider is unable to meet demand the responsibility for securing the additional transportation required in accordance with this specification, at no additional cost to the Commissioner, is that of the Provider. In the event where the Provider fails to secure additional transportation and the Commissioner is required to arrange it, it will be charged at actual cost plus a 10% administration charge. This clause will apply to the services funded by associate commissioners as well as those funded by Staffordshire and Stoke-on-Trent Clinical Commissioning Groups.
- 3.2.1.5** The Provider will operate the service to patients and their escorts whom they have assessed as eligible under either the patient or escort eligibility criteria as described in this specification. NEPTS is the planned transportation of patients with a clinical requirement for NHS funded transportation and the main types of journeys to be delivered by the Provider include the following :-

3.3 Journeys included in the Specification

- 3.3.1** **Note that CCGs intended to include most of the journey's funded as extra-contractual journeys under previous specifications within the main specification. This will include the low but predictable and commissioned levels of journeys to hospitals well outside the current service boundaries.**
- 3.3.2** **This specification will not refer to extra-contractual journeys. Instead the term journeys eligible for additional payment will be used, in order to be clear that the small proportion of journeys not included in the agreed annual contract value are contractually the responsibility of the provider but with provision for extra payment.**
- 3.3.3** The service will include as part of the core service:
- 3.3.3.1** Journeys from normal place of residence including care homes (residential or nursing) to
- NHS acute secondary care facilities (hospitals) for in-patient or day case admissions or outpatient, clinic or therapy appointments, assessments, diagnostic tests or to access any other NHS service commissioned by the CCGs see below for geographic coverage.
 - Any facility operated by Midlands Partnership Foundation Trust or Combined Health Care Trust for in-patient or day case admissions or outpatient, clinic or therapy appointments, diagnostic tests or to access any other NHS service commissioned by the CCGs
 - NHS funded or commissioned beds or overnight placements including but not limited to residential and nursing homes including D2A or intermediate care, reablement or rehabilitation beds which are NHS commissioned / NHS funded.
 - Hospices

3.3.3.2 Return journeys back to normal place of residence from any of the above

3.3.3.3 And in addition

- Discharges from A&E departments and as they are developed, Urgent Treatment Centres back to patients' normal place of residence. See below for geographic coverage and constraints.
- Discharge of hospital in-patients to an alternative permanent or interim place of residence including care homes.
- Inter-hospital transfers as shown below where the transfer is for patients registered with GPs (or if not registered, normally resident) in Staffordshire and Stoke-on-Trent CCGs and part of the agreed and commissioned clinical pathway see below for geographic coverage and constraints.
- Discharges from A&E departments.

3.3.4 Intra-Trust Journeys – Only Applies to Listed Trusts

3.3.4.1 Journeys within a single Trust site or between trust sites will be included in the scope of this service but will come under the services delivered to the associate commissioners as shown:

- University Hospitals Derby and Burton (UHDB)
- Midlands Partnership Foundation Trust (MPFT)
- University Hospitals Birmingham (UHB)

3.3.5 Geographical Coverage

3.3.5.1 The geographical coverage of this service will include journeys to and from acute secondary health care settings based in the six Staffordshire and Stoke-on-Trent CCGs and in addition

- CCGs adjacent to the six Staffordshire and Stoke-on-Trent CCGs, to and from secondary care provider sites across the West Midlands region
- The Western and Central Parts of the East Midlands region including Derby, Nottingham, Leicester areas
- South or West Yorkshire
- Cheshire, Merseyside
- Greater Manchester

These journeys will not normally be considered as journeys eligible for additional payment if the patient is accessing services in these locations either as part of exercise of patient choice or as part of an agreed clinical pathway.

3.3.5.2 In addition

The geographical coverage of this service will include journeys to or from other more distant specialist centers where the journey is to enable to patient to access to clinical services commissioned by NHSE specialised commissioning and the agreed referral route for Staffordshire patients is to one of those centres (for example specialist transplantation) will not be considered as journeys eligible for additional payment where these centres are the most clinically appropriate and the normal provider of these specialist services. (For the avoidance of doubt this will include all journeys to enable patients to access services commissioned by NHSE specialised commissioning at remote centers).

3.3.6 For discharges from A&E departments or Urgent Care / Urgent Treatment Centres, the scope of this service will cover

3.3.6.1 All A&E departments located in Staffordshire or Stoke-on-Trent plus Wolverhampton, Walsall, the Black Country or Birmingham and Solihull CCGs as well as hospitals in Cheshire, Derbyshire, Nottinghamshire and Leicestershire.

3.3.7 Journeys eligible for additional payment will include:

- For repatriation of patients undergoing emergency treatment at centres beyond the central England zone (the West Midlands, East Midlands, Cheshire, Merseyside, Greater Manchester, South or West Yorkshire) because of the location the patient found themselves when they became ill / were injured and required treatment.
- To or from centres beyond the central England zone (the West Midlands, East Midlands, Cheshire, Merseyside, Greater Manchester, Yorkshire) to enable the patient choice where the services being accessed would be available much closer to home.
- To or from centres beyond the central England zone (the West Midlands, East Midlands, Cheshire, Merseyside, Greater Manchester, South and West Yorkshire) because of lack of local capacity and immediate or urgent clinical need.
- Repatriation of patients in disproportionate numbers from outside Staffordshire. Stoke-on-Trent or its immediate neighbouring CCGs where these patients have been admitted to or moved to more distant secondary care facilities because of a major incident which limited access to normal the facilities normally used by Staffordshire and Stoke-on-Trent. Note that these repatriations will not be counted as extra contractual journeys during the incident recovery phase until normal NEPTS activity has resumed, but would apply to repatriations of patients who could not be repatriated within the recovery phase for example for clinical reasons.

3.3.7.1 Where journeys eligible for additional payment are requested, if the total additional payment exceeds £1000, commissioner approval will be requested in advance (without detriment to the patient).

3.3.7.2 The provider will audit and provide reports on journeys eligible for additional payment.

3.3.7.3 Additional Payments made for journeys subsequently found not to be eligible will be repayable to the relevant commissioner

3.3.7.4 The total payment made with respect to journeys eligible for additional payment will be capped at 1% of the annual contract

3.3.8 Journeys to and from the University Hospitals Birmingham Sites

3.3.8.1 At the start of the contract these journeys will be out of scope. The current service provider will continue. They will be in scope from 01 April 2022. The current provider will be given appropriate notice.

3.4 Care Quality Commission

The provider will be registered with the Care Quality Commission

3.5 The Booking Service

3.5.1 The provider will have a comprehensive and effective booking service including the following elements.

3.5.2 Single Point of Contact – Phone / e-mail / other e-access (not necessarily a single physical location).

3.5.3 Accessible to Health Service professionals, patients carers and escorts. Phone calls will be free to patient and professional users.

3.5.4 Processes as part of the booking service will be in place for

- Assessing and documenting eligibility
- Planned journeys (booked between 2 working days and 3 months in advance)
- Multiple planned journeys (multiple bookings up to 3 months in advance)
- Open ended regular bookings (same day of week or every X weeks etc).
- Short notice bookings – up to 18:00 the night before / 12 hours in advance
- Same day / immediate bookings (after 18:00 the night before or less than 12

hours in advance).

- Fast track priority booking for patient approaching End of Life. (Which will ensure that necessary documentation including but not limited to signed and compliant - Do Not Attempt Resuscitation orders, patient carried records and patient carried care plans will be available and will be provided at pick up).
- Cancellations including very short notice cancellations.

For same day return journeys booking service will be able to distinguish return journeys which are

- Fixed Time
- Within a time window – readiness to be confirmed later.
- Not known – To be confirmed later.
- Not required

3.5.5 Booking service will include professionals with knowledge of and access to information specifically related to the main acute hospitals listed below including robust knowledge of logistical and operational constraints at these sites.

- University Hospitals North Midlands
- North Staffordshire Combined Health Care Trust sites
- Midlands Partnership Foundation Trust Sites
- Royal Wolverhampton Hospital (all sites)
- University Hospitals Burton and Derby sites
- University Hospitals Birmingham sites
- Sandwell and West Birmingham Hospital sites
- Dudley Group of Hospitals sites

3.5.6 Booking service will include on site presence of liaison staff at Royal Stoke Site (University Hospitals North Midlands) and Queens Hospital Burton (University Hospitals Burton and Derby). The provider will have ability to deploy liaison staff on site at other hospital sites rapidly if required or requested by commissioners or their partners. On site liaison operating hours should be specified as part of the proposed service model and commissioner may ask providers to review and revise if operational issues for a particular site remain unresolved.

3.5.7 Booking systems must be capable of becoming interoperable with NHS systems to support direct booking by wards and patient readiness notification etc. and capable of becoming interoperable with Staffordshire STP developing digital infrastructure. Staffordshire will operate an Integrated Care Record (ICR) to be provided by Graphnet through a product called CareCentric. The provider must demonstrate interoperability with Graphnet CareCentric specifically:

- Ability to upload bookings made so that these can be verified by clinical teams
- Ability to receive patient information relevant to NEPTS bookings
- Ability for clinical teams to book journeys electronically subject to eligibility
- Ability for patients to book journeys electronically subject to eligibility
- Ability to use Graphnet CareCentric portals to view bookings including for clinical teams pick up and estimated time of arrival.

Please note that the Graphnet CareCentric functionality will be developed incrementally and the NEPTS provider will be expected to support and participate in that development. Full functionality is not a requirement for Day 1 – The provider will need to demonstrate that intra-operability is technically achievable.

3.5.8 Booking service Standard Operating Procedures will be shared with all partners and will be followed.

3.5.9 Booking system will efficiently collect all necessary information to underpin quality requirements and Key Performance Indicators and support demonstration of

performance and quality of the service.

- 3.5.10** Booking system will capture any key information about pick up location, constraints and critical factors where this is the patients 'normal place of residence to ensure vehicle and crew assigned are able to make the transfer. This includes identifying whether the patient may need extra time after crew arrival and whether larger mobility aids need to be transferred.
- 3.5.11** Booking should include planned pick up time. This should be determined based on length of journey, time of day, predicted traffic conditions, time required to carry out transfers into and out of vehicle and distance to the clinical location from the car park. Patients should be advised to try to be ready 30 minutes before planned pick up time in-case crews are running early. Some patients may express a wish to arrive at the clinical location early. The provider will accommodate this request where possible (in this case the KPIs relating to patients not arriving more than 30 minutes early will not be applied).
- 3.5.12** In making bookings, the provider should aim to schedule pick up to enable arrival at clinical location between 30 minutes and 5 minutes before the appointment time unless the patient has requested an earlier arrival or unless the patient is a regular attender.
- 3.5.13** The provider will ensure that bookings that should have been made to a neighbouring NEPTS provider and / or bookings unintentionally made with a neighboring NEPTS provider can be identified rapidly and resolved without the need for the ward or team or patient making the booking to go through a protracted or repetitive process.
- 3.5.14** The provider will provide a call ahead service to patients. This is to confirm the time, and date of their appointment, plus their mobility. The patient will be told about this at the time of booking and most appropriate contact details for the call ahead will be confirmed.
- 3.5.15** The provider will ensure that there is a clear and effective system, through which patients can make contact with the provider. To inform the provider they are ready to be collected from their appointment.
- 3.5.16** Booking Discharges from in-patient settings. The hospital making the booking will be asked for a two hour slot

3.6 Eligibility assessment and screening

- 3.6.1** This will include signposting in-eligible patients to the necessary information re alternative transport options, including third sector and signposting patients to the Healthcare Travel Costs Scheme (HTCS). The provider will hold sufficient information and booking centre staff will have sufficient knowledge to ensure that it is as easy as possible for patients who are ineligible for NEPTS to explore the HTCS as an alternative option.
- 3.6.2** The provider will make contact with and hold and up-to date list of contact details for third sector community transport or community ride services and have sufficient understanding of such service to ensure that it is as easy as possible for patients who are ineligible for NEPTS to contact possible alternative transport providers.

3.7 Allocation of patient to an appropriate vehicle type and crew in accordance with clinical need and booking information.

- 3.7.1** The booking centre will collate the information required to allocate the patient and journey to the appropriate vehicle / crew type.

3.8 Patient need and vehicle types		
Code	Patient Transfer Need	Maps with current service specific code
C1	Patient needs physical assistance to enter / exit vehicle and or assistance (physical or other) to transfer to the clinical area / back to their place of residence.	CW
WC1	Patient is wheelchair user and requires wheelchair compatible or adapted vehicle (Own wheelchair)	TIOC1
WC2	Patient is wheelchair user and requires wheelchair compatible or adapted vehicle (Own wheelchair) or patient requires additional crew member to support during the journey for other reasons (eg psychological need).	TIOC2 (partial ma
AM1	Patient requires ambulance facility. May be transferred in vehicle seat, vehicle carried wheelchair or own wheelchair (vehicle must be compatible) – Capable of transferring patients up to 25 stone in weight.	1PC
AM2	Patient requires ambulance facility. May be transferred in vehicle seat, vehicle carried wheelchair or own wheelchair (vehicle must be compatible) – Patient requires support from crew member whilst being transferred. – Capable of transferring patients up to 25 stone	2PC
BAM1	Patient requires bariatric ambulance facility (weight category over 25 stone. Patient travels in vehicle carried bariatric wheelchair.	LWCH
AM3	Patient requires stretcher transfers. – Capable of transferring patients up to 25 stone.	STR
BAM2	Patient requires stretcher transfers with vehicle and equipment adapted for bariatric patient. (weight category over 25 stone.)	BSTR
HAM1	HDU Patient requires stretcher transfers HDU equates to a patient, who needs to travel in an equipped vehicle, e.g. with piped oxygen, AED, spinal board, scoop stretcher, suction unit, first-aid bag and basic life support equipment. While there may be a qualified nurse or medical escort, the crew should be fully trained in the use of specialized equipment with a skill level of ECA or equivalent.	HDU
AMS1	Special Case patients requiring additional support for support en-route or to enable safe transfers.	4 Crew (partial ma
<p>Please note that the AMS1 code is for all special categories where specific patient support is required and this need not always mean 4 crew members.</p> <p>The provider must be able to capture in its coding the following (via suffix to codes or through some other means)</p> <ul style="list-style-type: none"> • Multi-patient journeys • Eligible escort (or escorts) conveyed in line with this specification • Children conveyed in car seat in line with UK applicable law. <p>All vehicles within the provider fleet and any subcontractor fleet will fully comply with all relevant statutory requirements and applicable standards and guidelines.</p> <p>The provider may suggest alternative codes as part of its service model provided it demonstrates how these will map against the codes shown above.</p>		

3.9 Logistics and Journey Scheduling including multi-patient journeys.

3.9.1 The provider is expected to use innovative / robust / sophisticated logistical systems or tools to maximise the NEPTS efficiency and minimise delays to journeys.

3.9.2 Multi-Patient Vehicles

3.9.2.1 The Provider is expected to optimise the number of patients per vehicle at all times without a detrimental effect on travelling times or patient experience.

3.9.2.2 Provider may use multi-patient vehicles provided that

- Longest journey / time in vehicle is reasonable and not unduly extended by use of multi-patient vehicle.
- Pick-ups / drop offs are in a reasonably spaced cluster or on the same route without need for unreasonable detours.
- Required arrival times are close together.
- None of the patients has a care need that requires crew direct support / might compromise their dignity in the presence of other patients / might pose a risk to other patients.

3.10 Pick up at normal place of residence including care homes.

3.10.1 Call Ahead

For inward journeys, the provider will ensure that they contact patients / carers or staff at care homes as appropriate to confirm the booking and pick up and clinical appointment time by the most appropriate method. The timing call ahead will reflect how far in advance the collection was booked and will be made in line with provider documented service model. If the provider is unable to make contact, it will make a further attempt.

3.10.2 Failure to make contact in advance will be recorded but booked journeys will be assumed to be going ahead even if the patient has not been contacted. Default communication method may be by phone or text message but alternatives will be utilised if the patient prefers. Patients will be advised to be ready 30 minutes before pick up time (normal circumstances) and will be asked if there is a reason why collection might take longer than normal in which case pick up time may be brought forwards.

3.10.3 The crew should arrive no more than 20 minutes before booked time under normal circumstances. This may be extended if booking information suggests that the patient may need longer to get ready for the journey. If the crew are likely to arrive earlier than 30 minutes before scheduled pick up time, then a courtesy call to the patient will be made. Often patients will be ready and the journey can go ahead early if the patient is willing but no pressure will be applied to patient or carers to rush to be ready earlier than the booked time.

3.10.4 The Crew are responsible for ensuring that patients carry all necessary medication and documentation relating to the appointment for which they are receiving NEPTS and all items essential for daily living (a requirement to transport larger mobility aids should be confirming at time of booking).

3.11 Aborted Journeys due to patient not being available

3.11.1 Where a patient is not ready to travel within 15 minutes of their booked collection time, the Provider may need to consider the need to record this as an aborted journey and the crew leave without collection. The decision to abort will be confirmed by a designated manager before the crew leave.

3.11.2 It will not always be appropriate to abort the journey immediately after the 15 minute period if the patient is not ready and the designated manager and crew should treat

each case on its merit prioritising patient access to clinical services if patient or carers are hopefully they will be ready shortly. Reasons to abort after 15 minutes would potentially include the following.

- The crew do not believe that the patient will be ready in the next few minutes.
- The operational demands are such that to wait longer will impact adversely on other patients.

3.11.3 In exceptional cases, a journey may be aborted sooner than 15 minutes after arrival, for example if

- It is clearly evident that the journey would be unsafe (eg if the patient needs a 999 call or medical home visit immediately).
- Patient is not present at pick up location.
- Patient is unwilling to travel (if patient has capacity) or carer refuses transfer (if patient does not have capacity)
- Patient or carer confirms that journey is no longer required. (This will be coded as a zero notice cancellation).

3.11.4 In all cases of aborted journeys to health facilities, the booking centre will advise the clinical team expecting the patient of the decision to abort and the reason.

3.11.5 A list of agreed codes defining reasons for aborted will be agreed between the Provider and the commissioners during the mobilisation phase.

3.12 Safe Comfortable Transport.

The Provider is expected to allow one small suitcase/bag to be transported per patient. Parents travelling with infants will be limited to a single box of feeding supplies. These allowances are in addition to any equipment that is necessary to support the patients' medical condition and/or mobility including items required for daily living. All items that cannot be packed into a small suitcase bag (such as walking frames / wheelchairs / crutches) must be identified at the time of booking to ensure vehicle is able to accommodate such items. Occasionally adults patients will be discharged from hospital with a quantity of special 'feeds', which are normally housed in a bag or box. These should be conveyed with the patient and should be securely placed within the vehicle.

3.12.1 Guide Dogs and Hearing dogs will be allowed to travel on vehicles. This requirement should be noted at the time of booking or in as an adjustment in advance of the journey, but in the event the provider was not aware they will be expected to cooperate if it is practicable to do so and assist with making alternative arrangements if it is not possible.

3.12.2 The Provider will collect patients from a point in their place of residence that is appropriate for their medical condition and/or their mobility.

3.12.3 The provider will ensure the most appropriate route, balancing travel time and patient comfort. This will factor in discomfort posed by winding, country road routes for some patient groups.

3.12.4 The Provider will transport the patient to a designated waiting area at the healthcare setting. Where no such waiting area exists the Provider will transport the patient to the correct clinic or ward. In all cases, the patient will be handed over to appropriate staff in the clinical facility.

3.12.5 All journey times will end with hand over or safe drop off rather than vehicle arrival on site and all bookings specifying required arrival time will be assumed to mean time to handover. Journey planning should make allowance for time required to

park, unload and transfer the patient to the clinical area.

3.12.6 The Provider will ensure that when patients are returned they are dropped off safely in their place of residence at a point that is appropriate for their medical condition and/or their mobility.

3.12.7 The Provider is responsible for returning equipment owned by healthcare facilities which is transported with the patient. The return of this equipment and location for the return will be agreed with the relevant healthcare facility.

3.12.8 If any Patient becomes or is recognised as being seriously ill or deteriorating en-route the Emergency Ambulance Service must be contacted immediately.

3.13 Vehicles

3.13.1 Vehicles available to the provider for daily operations (owned or leased) will be noted as the Core Fleet. Vehicles utilised by sub-contractors or short term temporary replacement vehicles are not part of the Core Fleet

3.13.2 Unless explicitly stated, the following requirements apply to both Core Fleet and sub-contractor vehicles.

- All vehicles must be equipped with satellite navigation and two-way radio or mobile telephone. Hands free equipment must be installed in vehicles with solo drivers. The provider will have a clear procedure covering use of communications equipment by a driver and will have a process to ensure this is enforced. This will comply with UK law and national Codes of Practice.
- All vehicles must be equipped with a tracking device or a similar system which enables service monitoring.
- Any radio or satellite equipment installed on the vehicles must comply with all legislation and national standards and must not interfere with systems and equipment used by healthcare providers.
- All core fleet vehicles will be clearly marked in with the bidder's logo and the national NHS logo and be readily identifiable as a NHS service non-emergency patient transport vehicle. Sub-contractor vehicles and short term vehicles will be similarly marked if they are to be predominantly used as part of the NEPTS for 3 months or more.
- The Provider is responsible for ensuring the core fleet is sufficient in size to deliver the specified service. This will include the number of vehicles of each type. The core fleet may be supplemented with short term vehicles and sub-contractor vehicles to ensure the best value service and enable flexibility of capacity with minimum waste.
- At any point in time 90% of the vehicles composing the core fleet will be less than 5 years of age and less than 150,000 miles travelled.
- At any point in time 95% of the vehicles composing the core fleet will be road worthy and available for use.
- The provider will comply with its core-fleet upgrading and replacement plan.
- All vehicles, internally and externally must be clean. Clean is defined as free from dirt, marks, or stains.
- The Provider must also ensure that all vehicles and equipment are cleaned and decontaminated in line with relevant infection prevention and control policies and

standards to minimize the risk of cross infection. This will include regular routine cleaning and decontamination and additional decontamination in the event of a contamination event. Vehicles will be equipped with all supplies required for cleaning and decontamination including personal protective equipment and waste containment and disposal facilities.

3.14 Liaison with patient and if necessary (eg in case of delays) with health service team re booking confirmation, pickup time, details of arrangements, delays etc.

3.14.1 The provider will communicate effectively with patients carers and clinical teams re all aspects of bookings. This will include but need not be limited to confirmation of booking details. Parties will be notified of changes to estimated time of pick up or arrival and potential delays or cancellations.

3.14.2 The provider will have access to translation services for patients who require this.

3.15 Drop off and handover (for health service location) or safe arrival-check (for normal place of residence.

3.15.1 The crew will provide all necessary assistance to ensure the patient is able to be safely transferred from the vehicle and through the arrival buildings, utilising safe manual handling techniques and equipment where physical assistance is required.

3.15.2 The crew will record that the patient has been dropped off safely and complete a safe arrival checklist. If the crew feel the patient is unsafe on arrival, they will contact base. The provider will have protocols in place to respond in the event of crew concerns about safety. This will include contacting carers or relatives, seeking advice from clinical teams or ultimately notifying relevant authorities.

3.15.3 The crew will record that the patient has been handed over with the correct clinical team or department. Handover will require that a clinical team member (which may include reception staff) has noted that the patient has arrived and verified that the patient is in the right place and that the appointment etc is going ahead.

3.16 Population Covered

3.16.1 The Staffordshire and Stoke-on-Trent population is 1,126,000 (June 2018; ONS)

3.16.2 The NEPTS will be available to all eligible patients which is defined as all patients registered with a Staffordshire and Stoke-on-Trent General Practice (GP) and for those patients not registered with any GP, but whose usual place of residence is within Staffordshire and Stoke-on-Trent

3.17 Acceptance and Exclusion Criteria and Thresholds

3.17.1 Eligibility for the NEPTS will be as defined within national guidance, and will be determined by the Provider in accordance with the following principles:-

3.17.2 A patient is normally viewed as being responsible for arranging and funding their own non-emergency transport to and from healthcare facilities. Patients are however eligible to be offered NHS funded non-emergency patient transport if they meet the eligibility requirements set out below:

3.17.3 Eligibility shall be assessed by the Provider as defined in national guidance, and as updated or superseded from time to time, unless otherwise agreed with the Commissioner.

3.17.4 Patients eligible for NEPTS Services are those:-

- Where the medical condition of the patient is such that they require the skills or support of NEPTS service staff on/after the journey and/or where it would

be
detrimental to the patients' condition or recovery if they were to travel by other

means;

- Where the patients' medical condition impacts on their mobility to such an extent that they would be unable to access healthcare and/or it would be detrimental to the patients' condition or recovery to travel by other means; or
- Recognised as a parent or guardian where children who do meet one of the eligibility requirements above are being conveyed

3.17.5 It is important to note that eligibility is **not** determined by

- Ability to pay for private transport services
- Patient having chosen not to take up an offer of NEPTS in the past
- Patient being ineligible for NEPTS on an inward to an acute provider where eligibility may have changed during the admission. (eg surgery which left the patient unable to safely travel by other means).
- Patients have in the past been able to receive assistance from friends and family to complete a journey although otherwise would be eligible.

3.17.6 Factors that will affect eligibility (includes but is not limited to the following)

- Patients who cannot safely walk without continual support from a person or walking aid.
- Patients unable to use public transport including ordinary taxis / minicabs;
- Patients whose physical limitations would affect their ability to access public transport;
- Patients who are wheelchair users
The commissioner recognises that not all wheelchair users will be eligible; some wheelchair users have adapted vehicles and are physically able to load and unload their wheelchair into their vehicle, however some independent wheelchair users may become eligible due to ill health. The commissioners anticipate that clinical teams will have identified those independent wheelchair users who are able and prefer to make their own transport arrangements and that they will not be referred for NEPTS.
- Patients with psychiatric or learning difficulties who are unable to use public transport (NEPTS will only be booked for these patients by the Provider where it is appropriate to the users' needs);
- Patients with a medical condition that would compromise their dignity or would cause public concern if public transport were used;
- Patients who following treatment become eligible whether as an expected or unexpected complication, deterioration or side effect the treatment they receive.

3.17.7 Factors that do not affect eligibility

- Patient lives a long distance from the hospital/healthcare facility;
- Income or ability to pay for other transport provision.

3.17.8 NEPTS Staff should be aware of the eligibility criteria for the NEPTS in general and the criteria applicable for individual patients. Feedback must be provided to the Commissioner where there is concern that the eligibility criteria may not have been met for any particular patient.

3.17.9 Ineligible patients will have the reason for ineligibility explained. The booking centre will signpost ineligible patients to alternative services and / or explain the Healthcare Travel Costs Scheme (HTCS).

3.17.10 Eligibility criteria and arrangements for regular journeys

3.17.10.1 When accepting a booking, the NEPTS provider will clarify whether

there

are likely to be regular journeys of the same type. If so, the provider should seek guidance as to whether eligibility is likely to change. The NEPTS provider need not recheck eligibility for every booked journey where it is clear this will not change. For example patients requiring regular renal dialysis who are eligible for NEPTS due to need to ensure patient safety will not be required to have repeated reassessment of eligibility.

3.17.10.2 There should be an eligibility review of patient with long term conditions once every 6 months for regular journeys which are ongoing with no planned end date.

3.17.10.3 The NEPTS provider will establish robust relationships with NHS service providers and agree operational protocols with clinical teams and departments providing services to patients who might be eligible for regular NEPTS journeys for example renal dialysis units / chemotherapy units. These protocols will minimise risk patients, maximise efficiency of the service and demonstrate effective integration. For example parking, drop off, handover, notification of delays will be established through such protocols, providing mutual benefit to both organisations and better service for patients.

3.17.11 Eligibility of escorts

3.17.11.1 The Provider shall permit a maximum of one escort (2 if a nurse and carer are required) to accompany a patient on some journeys where appropriate, which shall include, but not be limited to those where a patient:-

- Is aged under 16 years;
- Has a psychiatric or learning difficulty and needs constant supervision on the journey;
- Requires specialist medical staff to provide clinical care on the journey; or
- Is dependent on the help of a relative or carer (e.g. blind, mentally impaired, or elderly with dementia/acute confusion)

3.17.11.2 Escorts shall not be conveyed by the NEPTS purely because:-

- They are related to the patient;
- They are on a ward/unit at the same time as the patient is leaving;
- They are on a limited income; or
- They suffer from mobility problems

3.17.11.3 Escorts will need to arrange their own transport for the return journey where the patient is admitted to the healthcare facility.

3.17.11.4 Healthcare professional escorting a patient will be returned to base.

3.17.12 Exclusions

The following shall be excluded from the NEPTS:-

- Patients requiring Emergency Ambulance Services
- Patients requiring treatment for injury at the scene of a road accident or other accident; [This exclusion may not apply during formally declared major incidents – *for example the provider may be asked to transfer “walking wounded” patients who self-present at UHNM A&E if the incident if the incident response plan is that only major trauma is seen at UHNM and the walking wounded patients are all to be seen at a neighbouring A&E or to transfer walking wounded from the incident scene to designated locations*]
- Patients attending A&E as part of a commissioned urgent care service. (Booked clinic appointments that take place in the A&E are included in the NEPTS service eg

hot clinics).

- Mental health patients who are assessed as posing a significant risk to themselves or others and who are not suitable for NEPTS
- Transport for routine appointments at GP Clinics, health centres and dental surgeries provided under NHS contract by General Medical Services / Personal Medical Services / General Dental Services / Personal Dental Services
- Prisoner transport
- Patients with challenging behaviour, as described in this specification
- Paediatric and Neonatal intensive care patients
- Patients attending non-NHS commissioned services (private services).
- Patients requiring transport outside of England, Scotland and Wales;
- Unaccompanied children under 16 years of age
- Patients requiring complex care during a journey which needs a paramedic trained crew (other than the HDU+ service relating to UHDB patients detailed in 3.25.5).
- Transfers of patients between intensive care units at different providers.
- Visitors to hospital

3.18 Patient Behaviour

3.18.1 Any patient who has presented at a GP practice with a history of violent or challenging behaviour and has been deemed to pose a threat to that GP practice and its staff will be identified within this category. Under national policy, such patients who have had their right to local NHS care removed are only entitled to services if denial of treatment would cause lasting harm, or put their lives at risk.

3.18.2 There is no obligation to provide NEPTS to attend the home of these patients identified as posing a risk, where there is no immediate clinical need.

3.19 Workforce Requirements

3.19.1 The workforce is defined as those people directly employed, sub-contracted or volunteers.

3.19.2 The Provider will ensure that an operational account manager oversees the delivery of NEPTS. An operational account manager must be available during the hours of operation.

3.19.3 The provider will ensure that there is a hospital liaison office available on site at the specified hospitals who will work with hospital discharge, flow and capacity management teams and that staff are available to attend other hospitals in the event that issues arise. The booking service will include staff or have immediate access to staff with local knowledge of all main hospital bases.

3.19.4 Transfer of Undertakings (Protection of Employment), TUPE, regulations will apply on appointment of a new provider.

3.19.5 All Staff including all staff working for subcontractors will have undergone a Disclosure and Barring Service (DBS) check prior to commencing work on this contract and the Provider will have obtained full references from previous employers.

3.19.6 All Staff involved in delivering this service will abide by the protocols set on the community and acute healthcare premises as well as those set by the Provider.

3.19.7 All Staff delivering the NEPTS will understand how their individual actions represent the overarching NHS brand and will they not engage in any activity whilst on duty that will negatively affect this.

3.19.8 The Provider must maintain optimum staffing levels to deliver the service.

3.19.9 The provider will have detailed staff training and development programme including induction training, mandatory and statutory training and developmental training. All staff will have a training needs analysis. Within 3 months of the contract commencement and at all time thereafter at least 90% of staff will be fully compliant with the provider training and development requirements including everything in their training needs analysis. 100% of drivers must be fully trained with respect to all aspect of the driving role before undertaking driving activities. This includes refresher training within the specified time period.

3.19.10 The provider will share their training and development policy and programme and will at the commissioners request, amend in terms of content or frequency where the commissioner has legitimate concerns. The commissioner will not seek training programmes more onerous than those in place in NHS organisations in general. Training and development requirements will apply to subcontractors and should be commensurate with the role being undertaken by the sub-contractor.

3.19.11 Training and development programmes will include (for relevant staff) but not necessarily be limited to:

- Customer services and communication skills
- Use of booking systems and other provider systems and procedures.
- Hospital site updates and key information (eg parking, transit routes, site restrictions etc)
- Legal requirements for drivers
- Pre-journey vehicle safety checks and vehicle maintenance as required for the role
- Driving skills and safe driving as required for the role.
- Procedures to follow in the event of road traffic accident or other incident on route.
- Route planning and revising routes in the event of congestion.
- Procedures in the event of severe weather / major congestion / road closures leading to delays or aborted journeys.
- Patient experience including collecting feedback and supporting patients to make complaints or raise issues.
- Safe manual handling
- Patient care including first aid and clinical skills where applicable
- Understanding of mental health / learning disability and potential patient needs
- Infection Prevention and Control
- Provider serious incident and business continuity plans and how to apply them.
- Adult and Child Safeguarding including raising concerns.
- Manual handling – equipment and patients, any update training as new patient equipment is introduced.
- Staff and patient health and safety including legal requirements and obligations
- Fire safety, fire prevention, fire evacuation for provider premises and where relevant basic information on NHS organistaion fire procedures.
- De-escalation, preventing and reducing risk of violence or aggression and responding to such incidents.
- Lone worker policies and procedures.
- Provider HR policies and procedures

3.19.12 All patient facing staff and hospital liaison staff will wear a uniform which clearly identifies them as part of the NEPTS team and members of an NHS partner organistaion and will carry and display a photographic identification badge.

3.19.13 All Staff engaged by the Provider in a driving capacity will hold a full driving license, which shall be endorsed with no more than 6 penalty points. The Provider will also ensure that these individuals hold a Passenger Carrying Vehicles (PCV) license if applicable. The Provider is responsible for checking the driving licenses of its Staff and as a minimum this must be carried out every 12 months. All driving staff will be

contractually required to report to the provider immediately any driving licence endorsements / penalty points even if this is only 3 point or fewer. The provider will have proportionate programme of random no notice checks to monitor this.

3.19.14 The Provider is responsible for supplying all uniforms and personal protective equipment (PPE) to their staff, this will include any and all personal protective equipment (PPE) required to comply with providers policies and procedures or protocols.

3.19.15 All Staff are prohibited from smoking in the vehicles, at the patients place of residence or on the healthcare provider's premises or grounds.

3.19.16 All staff directly involved in patients' journeys must comply with the provider's uniform policy at all times and wear photo identification in line with the provider's policy when on duty. The uniform and staff member identification should clearly identify the provider organisation.

3.19.17 The provider will have a clear policy and procedures for vaccination for patient facing staff which will include but not be limited to

- Influenza (Seasonal and pandemic)
- Tuberculosis (TB)
- Rubella (German Measles)
- Tetanus
- Hepatitis B
- Prophylaxis for blood borne viruses in the event of accidental contamination

3.20 Service Management

3.20.1 The Provider will promptly inform the Commissioner of any unresolved problems relating to the provision of the NEPTS

3.20.2 The Provider will use activity data to drive both the strategic and delivery planning of the NEPTS to ensure that patient appointment times are met and essential treatment provided.

3.20.3 The Provider will follow the guidance contained in the NHS Standard Contract 2019/20 and all subsequent NHS contracts in relation to:-

- Emergency Preparedness and Resilience Including Major Incidents
- Business Continuity Plan
- Incident / Major Response policies, plans procedures etc.

3.20.4 The Provider will attend monthly service review meetings

3.20.5 Key Performance Indicators (KPIs) will be used to measure the success of the service against this specification (to be included in the relevant sections of the contract).

3.20.6 The Provider will hold a documented complaints policy and procedure including an escalation process and outcomes process which will be subject to agreement with the Commissioner; The complaints process should also align with the NHS and the Staffordshire and Stoke-on-Trent CCG Complaints Policy and Patient Advice and Liaison Service (PALS) to ensure complaints received this way are appropriately addressed.

3.20.7 the provider will fully cooperate with Staffordshire and Stoke-on-Trent CCG and its Commissioning Support Unit and with any relevant NHS provider or organisation affected by this NEPTS with respect to investigating, responding to and learning lessons from incidents, near misses, complaints or concerns from any source.

<p>3.20.8 The Provider will have a system to track the progress of complaints and this will be reported monthly at the service review meetings.</p> <p>3.20.9 The provider will proactively collect and analyse patient and carer feedback and feedback from clinical teams and other NHS providers. For patients this will include both the friends and family rating and more detailed or targeted feedback</p> <p>3.20.10 The Provider will improve patient and stakeholder satisfaction year on year.</p> <p>3.20.11 The Provider will have a system that analyses and considers all feedback about the service including lessons learned from incidents, complaints, concerns and feedback received in an integrated way. This will feed into a programme of continuous service development and improvement. This programme will be regularly updated and progress, actions taken and actions outstanding will be reported monthly at the service review meetings.</p> <p>3.21 Special Arrangements for patients that regularly use the service requiring haemodialysis or with other specific clinical needs.</p> <p>3.21.1 Renal Patients Renal Association Clinical Practice Guidelines for haemodialysis recommends that patients who require transport should be collected from home within 30 minutes of the allotted time and be collected to return home within 30 minutes of finishing dialysis. Until recently there was a NICE Quality Standard Statement to support this however that standard has now been withdrawn. Nevertheless minimising wait times in hospital for people requiring haemodialysis either side of treatment is best practice. It is however recognised that in a geographical area with a mixture of rural, urban and congested routes, this may not be achievable for all patients.</p> <p>3.21.2 Other patients who are seriously ill and attending hospital regularly for treatment may also benefit from minimised wait times at hospital before or after treatment. (For example patients receiving anti-cancer chemotherapy). This will include but may not be limited to the following:</p> <ul style="list-style-type: none"> • Patients requiring renal dialysis • Patients requiring HDU ambulance facilities. • Patients requiring regular appointments for treatment (such as chemotherapy) • Fast track patients (approaching end of life) identified at time of booking • Other patients with specific clinical needs highlighted at the time of booking that necessitate minimal waits / time on vehicle. <p>3.21.3 The Provider booking centre will establish for patients requiring regular return journeys if the patient is a renal patient undergoing haemodialysis (as a specific) category, or if the patient is seriously unwell and receiving regular outpatient or day case treatment that will create a similar need to minimise the time spent waiting in a clinical setting.</p> <p>3.21.4 The provider configures its service in a way that ensures that patients requiring haemodialysis have minimal wait times in the clinical unit either before or after treatment. The haemodialysis patient service category will maintain agreed standards even where the overall service is under particularly high demand.</p> <p>3.21.5 Patients within a 10 mile radius of the destination will be collected for haemodialysis appointments to ensure that they are transported directly to clinic location and arrive at the clinic no earlier than 30 minutes before their appointment time and no later than 5 minutes before appointment time.</p> <p>3.21.6 Patients outside a 10 mile radius of the destination will be collected at a time that means they arrive at the department no more than 15 minutes before their appointment time and no later than 5 minutes before appointment time.</p>

3.21.7 The crew will be on site to collect patients will be collected as soon as possible after the appointment, with no patients waiting for the crew in the department more than 20 minutes after the schedule collection time.

3.21.8 The provider will establish effective working relationships with haemodialysis departments and will put in place robust procedures so that it can flexibly adapt to unforeseen events, such as appointment overruns.

3.21.9 The provider will develop internal standards for other patients with regular journeys and other serious conditions such as chemotherapy services. The provider will implement service improvements and developments in line with its bid.

3.22 High Dependency Patients

3.22.1 The Provider is contracted to undertake all Staffordshire registered patients that require a higher level of care, often called High Dependency transfers (HDU). These patients will be transferred to a healthcare facility where they will receive a higher level of care than the place where they are transferred from. This includes specialist treatment centres where an area (healthcare facility) has expertise on that specific need for the patient.

3.22.2 These journeys will require the presence of a qualified crew to provide the High Dependency care required and for outpatient appointments and diagnostic tests will be of a treatment and return to original locations basis unless the patients deteriorating condition requires subsequent admission to the receiving Hospital.

3.22.3 HDU Training is included in the Operational Policy under Schedule 2G.

3.22.4 The transport of high dependency patients for transfer/discharge 24 hours per day, 365 days per year (366 in leap year).

3.22.5 High Dependency Patients transferring from Queens Hospital Burton Site; part of UHDB (HDU+)

3.22.5.1 An additional special arrangement (HDU+) applies for the HDU transfer services from the Burton site of UHDB which includes journeys which are not emergencies and which are for stable HDU patients but where the risk of deterioration is higher and paramedic level support is potentially required en-route should the patient deteriorate. The paramedic support should be available as an alternative to a clinical escort.

3.22.6 HDU Skills and competencies.

3.22.6.1 Appended to this specification (Appendix 1) is a document setting out the skills and competencies required for HDI staff. This includes the differences between the skills required for the HDU+ paramedic and other HDU staff.

3.23 Interdependence with other services/providers

3.23.1 Key interdependencies are as follows

Clinical teams making bookings:

- GPs
- A&E / Urgent Cares services with patients eligible for transport home on discharge
- NHS inpatient services
- NHS outpatient services
- Day case units
- Hospices
- Care Homes

<ul style="list-style-type: none"> • Community and Mental Health Teams with patients eligible for transport to enable access to or discharge from NHS facilities. • Neighbouring NEPTS Providers <p>3.23.2 The NEPTS provider will provide clear regular and effective communication with all parties and support or feed into strategic planning of individual NHS healthcare providers where appropriate.</p> <p>3.23.3 The Provider will understand its position and minimize its own impact on the financial efficiency of both community and acute healthcare providers.</p> <p>3.23.4 The Provider will work closely with acute hospitals and NEPTS providers in Staffordshire and in neighbouring counties and will establish positive and effective relationships with both acute hospitals outside Staffordshire and neighbouring NEPTS to maximize transport efficiencies and contribute to discharge planning and flow management at the main neighbouring acute hospitals.</p> <p>3.23.5 The provider will actively work with all acute hospitals to establish clear and effective on site standard operating protocols and procedures to ensure efficient logistical systems are always in place and to resolve issues or difficulties as they arise quickly and proportionately.</p> <p>3.23.6 To facilitate this provider will have an site presence providing liaison at the main hospital sites (with each hospitals agreement) and strong knowledge of each hospital site in the booking centres</p> <p>3.23.7 The provider will agree quick and easy systems for redirecting booking or queries that should have gone to a neighbouring NEPTS provider or from a neighbouring NEPTS provider, minimising needs of wards in particular to waste time if a simple mistake in recognising patient CCG means they contact the wrong organisation.</p> <p>3.23.8 The provider will consider and is encouraged to establish sub contract arrangements with neighbouring NEPTS providers where it might improve efficiency of the service or create flexibility and resilience in capacity particularly in relation to journeys across Staffordshire borders.</p>
<p>4. Applicable Service Standards – TBC</p>
<p>4.1 Applicable national standards (eg NICE) All vehicles must be equipped in accordance with UK / Department of Health / NHS specifications for patient vehicles and equipment or equivalent including BS EN 1789:2007 and any applicable or relevant replacement standards introduced during the life of the contract.</p> <p>All ambulance vehicles used for Stretcher and Wheelchair's must meet M1 and M2 standards along with meeting the standard BS EN 1789:2007.</p> <p>4.2 All professional standards that CQC have deemed applicable to NEPTS https://www.cqc.org.uk/sites/default/files/20170629-PTS-core-service-inspection-framework.pdf including</p> <p>Guidance on the transport of oxygen and pressure equipment:</p> <ul style="list-style-type: none"> • DH Guidance note 9 (revision 1) • ADR European Agreement concerning the carriage of dangerous goods <p>Consent: patients and doctors making decisions together (GMC) Consent - The basics (Medical Protection)</p>

<p>Department of Health reference guide to consent for examination or treatment BMA Consent Toolkit BMA Children and young people tool kit Gillick competence</p> <p>2010 DH Guidance on uniforms and workwear policies for NHS employers</p> <p>NICE QS15 Statements 1, 2, 3, 9, 10,13 NICE QS61 Statement 3</p> <p>NHSE Accessible Information Standard ISCAS: Patient complaints adjudication service for independent healthcare In respect of NHS patients conditions</p> <p>The NHS constitution</p> <p>All standards set out in the NHS standard contract applicable to NEPTS.</p> <p>The Provider will have identified those other standards that it intends to follow, including those relating to quality or environmental management, equipment and vehicles etc.</p> <p>4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)</p> <p>4.3 Applicable local standards</p>	
5. Applicable quality requirements and CQUIN goals	
5.1 Applicable Quality Requirements (See Schedule 4A-C)	CQUIN payments are included within the total contract value and no CQUIN submissions will be required.
5.2 Applicable CQUIN goals (See Schedule 4D)	Not applicable
6. Location of Provider Premises	
6.1 The Provider's Premises are located at:	To Be Confirmed
7. Individual Service User Placement	
Not applicable	
8. Applicable Personalised Care Requirements	
8.1 Applicable requirements, by reference to Schedule 2M where appropriate	

Appendix 1 - Skill Level Information – ACA - High Dependency - Paramedic

First Aid at Work (FAAW)/ Ambulance Care Assistant (ACA)	First Person on Scene (FPOS) High Dependency Team	Paramedic
Triage Basic assessment of patient	Triage How to triage patients. Recognise and deal with medical emergencies	Triage How to triage patients. Recognition and dealing with medical emergencies.
Infection control Ensuring infection control process and producers are maintained	Infection control Ensuring infection control process and producers are maintained	Infection control Ensuring infection control process and producers are maintained
Life Support Basic life support, adult and child.	Life Support Basic life support, adult and child.	Life Support Advanced life support, adult & child.
Choking What to do in the event of a patient choking, adult and child.	Choking What to do in the event of a patient choking, adult and child	Choking What to do in the event of a patient choking, adult and child
Oxygen therapy ACA can transport up to 15 litres if prescribed by the Hospital	Oxygen therapy FPOS/HDU can prescribe oxygen therapy up to 15 litres per minute	Oxygen therapy Paramedic can prescribe oxygen therapy up to 15 litres per minute only if they have pulse oximetry to measure oxygen saturations
Traumatic Emergencies Dealing with traumatic emergencies including: <ul style="list-style-type: none"> • wounds • bleeding • burns 	Traumatic Emergencies Dealing with traumatic emergencies including: <ul style="list-style-type: none"> • wounds • bleeding • fractures • burns • head and chest injuries 	Traumatic Emergencies Dealing with traumatic emergencies including: <ul style="list-style-type: none"> wounds bleeding fractures burns head and chest injuries

<p>Safer People Moving Moving and handling of patients.</p> <ul style="list-style-type: none"> • Stretcher • Carry Chair • Wheel Chairs • Banana Boards • Handling Belts • Pat-slides • Slide Sheets <p><i>Please note the crews are not trained on the use of Hoists</i></p>	<p>Safer People Moving Moving and handling of patients.</p> <ul style="list-style-type: none"> • Stretcher • Carry Chair • Wheel Chairs • Banana Boards • Handling Belts • Pat-slides • Slide Sheets • Spinal Boards • Scoop Stretchers <p><i>Please note the crews are not trained on the use of Hoists</i></p>	<p>Safer People Moving Moving and handling of patients.</p> <p>Stretcher Carry Chair Wheel Chairs Banana Boards Handling Belts Pat-slides Slide Sheets Spinal Boards Scoop Stretcher</p> <p><i>Please note the crews are not trained on the use of Hoists</i></p>
	<p>Defibrillation AED Automatic external defibrillation.</p>	<p>Defibrillation AED Automatic external defibrillation, Manual defibrillation.</p>
	<p>Suction Use of suction. Buccal (mouth) suction Tracheotomy – stoma - care</p>	<p>Suction Use of suction. Buccal (mouth) suction Tracheotomy – stoma - care</p>
	<p>Cardiac monitoring Including NSR, VF, V Tach, Asystole and other life-threatening arrhythmia's.</p>	<p>Cardiac monitoring Cardiac monitoring including recognition of arrhythmia's using 12 lead ECG.</p>
	<p>Airway management Advanced airway management including OP</p>	<p>Airway management Advanced airway management including OP</p>

	airways, NP airways and LMA airways (igel).	airways, NP airways and LMA airways (igel) and endotracheal intubation.
	Patient Assessment Patient assessment including pulse oximetry, NIBP etc.	Patient Assessment Patient assessment including pulse oximetry, NIBP etc.
	Spinal Boards – Scoop Stretcher Use of spinal boards and scoop stretcher including rapid extrication, log rolls etc.	Spinal Boards – Scoop Stretcher Use of spinal boards and scoop stretcher including rapid extrication, log rolls etc.
	Cervical Collars Sizing and fitting of cervical collars.	Cervical Collars Sizing and fitting of cervical collars.
	Analgesia Use of analgesia (Entonox).	Analgesia Use of analgesia (Entonox).
		Administration of Medication Administration of prescription only medicines (POMs) including paracetamol infusion for pain relief as per JRCALC guidelines.
		Patient Assessment Patient assessment including: blood glucose, SPo2, temperature, NIBP, ECG, auscultation of the chest
		Cannulation Intravenous cannulation and infusion, intramuscular

		injections and intraosseous infusion.
		Needle cricothyrotomy. A needle or cannula (usually a large-bore IV cannula) is inserted through the cricothyroid membrane
		Needle chest decompression. Tension pneumothorax is usually treated with urgent <i>needle decompression</i>
Preset- Syringe Pump Yes- if preset i.e. DNACPR – End of Life	Preset- Syringe Pump Yes- if preset i.e. DNACPR – End of Life	Preset- Syringe Pump Yes- if preset i.e. DNACPR – End of Life
Running Syringe Driver – No Nurse escort required Disabled Syringe Driver - Yes No Nurse escort required	Running Syringe Driver – No Nurse escort required Disabled Syringe Driver - Yes No Nurse escort required	Running Syringe Driver – No Nurse escort required Paramedics are not trained on syringe pumps and they are not part of JRCALC guidelines. Disabled Syringe Driver - Yes
Sectioned Mental Health Patients – Yes Only with Nurse escorts	Sectioned Mental Health Patients – Yes Only with Nurse escorts	Sectioned Mental Health Patients – Yes Only with Nurse escorts

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years, or state Not Applicable

Commercially sensitive data removed

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Not Applicable

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Local Agreement, Policy or Procedure	Date & Weblink
Themes and lessons learnt from NHS investigations into matters relating to Jimmy Savile	February 2015 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/407209/KL_lessons_learned_report_FINAL.pdf
Adult Safeguarding: Roles and Competencies for Health Care Staff	August 2018 https://www.rcn.org.uk/-/media/royal-college-of-nursing/documents/publications/2018/august/pdf-007069.pdf
The NHS Long Term Plan	January 2019 https://www.longtermplan.nhs.uk/publication/nhs-long-term-plan/
Private Sector Sub-Policy	February 2013 http://www.staffordsurroundsccg.nhs.uk/about-us/our-policies/commissioning
South Staffordshire CCG's Individual Funding Request (IFR) Policy	November 2016 https://www.staffordsurroundsccg.nhs.uk/contact-us/individual-funding-requests-ifr/making-an-application
CCG Serious Incident Policy	April 2014 https://www.staffordsurroundsccg.nhs.uk/about-us/our-policies/patient-safety/225-amended-serious-incident-policy/file

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

The Commissioner expects to incur no additional cost as a result of early termination of the contract.

In the event that the contract term expires and is not renewed, or any party terminates this agreement in accordance with the agreed terms, the following arrangements will apply:

Exit

The Service Provider shall (at no cost to The Commissioner) prepare an exit plan during the Implementation Phase and submit it to The Commissioner for Approval (the "Exit Plan").

Where the Co-ordinating Commissioner exercises is right under General Condition 17.1 to terminate this Contract voluntarily prior to the expiry date, then the Provider will notify the Co-ordinating Commissioner of the direct costs it will incur as a result of early termination. Upon receipt of such notification the Parties shall meet and agree how such the direct costs will be recovered by the Provider, both Parties at all times acting reasonably and in good faith.

On termination or expiry of this Contract or any Service the Provider must, acting in accordance with the instructions of the Responsible Commissioner, promptly transfer, or deliver a copy of, any Service User Health Records held by the Provider to the Responsible Commissioner or to a third party nominated by that Commissioner.

The Service Provider shall ensure that the Exit Arrangements deals as a minimum with those areas set out in the Exit Strategy below, along with those areas set out in General Condition 17 Termination of this contract to the maximum level of detail as it is reasonably possible to determine at the time of preparation of any such Exit Plan, together with such other provisions as the Service Provider deems necessary or The Commissioner may request from time to time in relation to expiry and termination of this Agreement and Partial Termination.

1. The Service Provider should provide such assistance and information to The Commissioner or a New Service Provider as necessary to enable as efficient and effective a transfer of services as possible;
2. Data shall be presented in a reasonable format that is capable of being utilised by any New Service Provider;
3. It is critical to identify a process for the successful migration of Data to any new system or service;
4. The Service Provider shall ensure that Data is not compromised during the exit process;
5. The Service Provider shall not impose any barriers or restrictions to the smooth transition of Services to a New Service Provider or The Commissioner and minimise the costs of such transition;
6. There shall be no adverse impact on Patient experience in relation to the Services during the exit process;
7. Timely development and agreement of plans describing exit activity, and compliance with these plans;
8. The Service Provider shall participate in planning and co-ordinating and co-operate with The Commissioner, Other Service Providers and the New Service Provider(s)

9. The Service Provider shall continue to perform the Services during the exit process without disruption or deterioration of the Services in accordance with General Condition 17.

Provision of Information by the 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 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 Commissioners 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.

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 required information on an anonymous basis, directly to any provider who is identified by the Commissioners as a potential new provider of the Services;
- b) the Commissioners may share the information they receive (via the Co-ordinating Commissioner), on an anonymous basis, 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 Commissioners and/or new or potential new providers to whom it has provided that information, as soon as possible. The Provider acknowledges that the Commissioners are 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 they 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 the Services, and more generally, in order to enable any potential provider to undertake an adequate pricing exercise in relation to its proposed assumption of provision of the Services.

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 and details of any vacant posts).
- ii) Whether the Services have dedicated employees (that is they only work on the Services) and if so, how many of those employees are so dedicated (not whole time equivalents, actual numbers); and
- 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 2ii) and 2iii), details of the following:
 - a) Payment method for wages
 - b) Pay day/date
 - c) Pay band and increment date
 - d) Pay and other remuneration along with any non-cash benefits

- e) Pension scheme details
 - f) Normal hours of work
 - g) Overtime: whether undertaken, by which employees and whether compulsory or voluntary
 - h) Working time flexi scheme
 - i) Annual Leave entitlements
 - j) How annual leave pay is calculated
 - k) 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)
 - l) How mileage claims are calculated for mobile employees
 - m) For non-mobile employees their normal place of work
 - n) Whether there is in place a contractual mobility clause
 - o) Whether all required pre-employment checks (including DBS, entitlement to work in the UK etc.) have been undertaken/completed.
 - p) Any outstanding HR issues e.g. discipline, grievance, capability, ill-Health etc.
 - q) Numbers of employees not currently working and why, e.g. those on maternity leave, who have ill health, study leave or are taking a career break.
- In addition to those employees identified at paragraphs 2ii) and 2iii), 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. Details of how much use has been made of those Staff over the previous 12 months.

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.

Communication with Patients

The Provider will agree with the Commissioner, the content, style and format of communications with patients which will include at least the following information to be sent by the Provider:

- Service(s) end date
- Provider's on-going responsibilities with regard to patient records in accordance with relevant legislation
- Details of arrangements for transfer of care

Other Communications

Commissioners will be responsible for agreeing a communications strategy with the Provider. This strategy will be delivered by the Commissioner and will include communications with:

- Other Providers on the care pathway
- Referrers
- Media
- Patient groups and members of the public

Patient Management and Transfer of Care

The Provider shall ensure all Patient Administration Systems remain in place during the notice period.

The Provider and Commissioner will agree the date from which new referrals will no longer be accepted by the service(s). After this date, any referrals received shall be returned to the referrer within 24 operational hours of receipt. The reasons for return of the referral will be provided to the referrer together with a list of alternative providers to ensure minimum disruption to the patient pathway. This service(s) shall continue for a period of 4 weeks post termination date and shall be reviewed by the Provider and Commissioner after 3 weeks to ensure that, where required, further provision for this service(s) is identified and agreed.

The Provider shall establish with the Commissioner how patients who may be booked for appointments post service(s) end date shall be managed. If agreeable, the

Provider shall contact the affected patients and give them the choice of alternative providers to ensure minimum disruption to their patient pathway.

Patient data held by the Provider shall be retained and archived securely in accordance with NHS retention and archiving guidelines and relevant legislation. The Provider will continue its responsibilities under the Data Protection Act (2018) and Freedom of Information Act (2000). Therefore, requests to access any data held by the Provider shall be managed using existing procedures, in accordance with the terms and conditions laid out in the contract and in accordance with current legislation. The Provider shall follow SC23 in relation to the management of Service User Health Records during service provision and at the point of service termination.

Human Resources

All implications for staff employment will be managed by the Provider in accordance with current employment law and best practice.

Equipment

All equipment (clinical and non-clinical) shall remain in place for the duration of the notice period to ensure continuity of service(s). Post service(s) end date, the Provider will remain responsible for the removal of any of its equipment from NHS sites.

Premises

The Provider will continue to operate from agreed premises during the notice period. All signage will remain in place during this time and where applicable, any Commissioner or NHS signage will be removed upon the termination date.

Information, Management and Technology (IM&T)

The Provider will agree an IM&T exit strategy with the Commissioner. This will include:

- Milestones for e-Referral System changes
- Strategy for Smart Card Roles to be deactivated for relevant staff members
- Confirmation of archive and storage arrangements for any relevant electronic data
- Confirmation that relevant procedures and policies such as disaster recovery, will stay in place until the termination date
- Confirmation that the Provider will ensure any licenses purchased for the delivery of service(s) in accordance with this Agreement shall remain in place until the termination date. The Provider is responsible for all associated costs post termination

Sub-Contractors

The Provider will be responsible for managing any sub-contractor relationships impacted by termination of the service(s) within this Agreement as per GC12.

The Provider is responsible for ensuring the exit strategy agreed with sub-contractors does not impact service delivery prior to the service termination date.

The Provider is responsible for any costs associated with early termination of its sub-contracting arrangements.

Risk Assessment and Management

The Provider and Commissioner will undertake a joint risk assessment of the exit plan and will seek to manage these jointly to minimise any negative impact.

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Insert text locally

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

In addition to the provisions set out in the General Conditions and Service Conditions, the Provider is required to adhere to the policies and procedures for safeguarding adults and children, Mental capacity Act and Deprivation of Liberty Safeguards which are available on the Coordinating Commissioner's website.

There is a single Staffordshire and Stoke on Trent Safeguarding Adults Partnership Board (SSASPB) details regarding this and the 'Inter-agency Adult protection Procedures' can be found at: <https://www.ssaspb.org.uk/Home.aspx>

The Staffordshire Safeguarding Children Board's Inter-Agency Procedures for Safeguarding Children and Promoting their Welfare is published by Staffordshire Safeguarding Children's Board and the equivalent Stoke-On-Trent procedures manuals are published by Stoke-On-Trent Safeguarding Children's Board. The provider is required to comply with these procedures. <https://www.staffsccb.org.uk/Home.aspx>
<http://www.safeguardingchildren.stoke.gov.uk/ccm/navigation/professionals/procedure-manuals>

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

Not Applicable

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

- *identifies the Service*
- *describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>) should be copied or attached)*
- *describes any currencies (including national currencies) to be used to measure activity*
- *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)*
- *sets out prices for the first Contract Year*
- *sets out prices and/or any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).*

Include also, where applicable, agreed blended payment arrangements for outpatient care (in accordance with SC36.22) and maternity services.

The Commissioners expect most out of area journeys (sometimes referred to as “extra contractual journeys”) to be included in the Expected Annual Contract Value. Additional payment for journeys will be capped at 1% of the contract value in any financial year.

Ad-Hoc Rates in Table on next page.

Commercially sensitive data removed

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 Improvement (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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 Improvement (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

D. Emergency Care Rule: Agreed Blended Payment Arrangements

Not Applicable

SCHEDULE 3 – PAYMENT

E. Intentionally omitted

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

<p>Commissioner</p>	<p>Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required)</p> <p><i>(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4D, as required under SC38.3.)</i></p> <p><i>(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.25.)</i></p> <p><i>(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. For guidance on the definitions which apply in relation to the Mental Health Investment Standard, see Categories of Mental Health Expenditure. Guidance in relation to primary medical and community services has been published as part of the NHS Operational Planning and Contracting Guidance 2020/21 and is available via Sharepoint.)</i></p>
<p>Insert text and/or attach spreadsheets or documents locally</p>	<p>See Table, below.</p>
<p>Total</p>	

Commercially sensitive data removed

SCHEDULE 3 – PAYMENT

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

Equal monthly payments to be made according to values in Schedule 3F

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application

The Provider must report its performance against each applicable Operational Standard through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.38 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All

The Provider must report its performance against each applicable National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the National Quality Requirements shown in ***bold italics***, the provisions of SC36.38 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

KPI	Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
1	INWARD to NHS commissioned / Hospice					
1a	Booked journeys <u>to</u> NHS commissioned / hospice settings for appointment or admission. (From any location) Excluding the journeys in the special group.	Time of collection and time of hand over at clinical setting	80% of journeys within threshold 1 and 97.5% of journeys within threshold 2	Provider to record time of arrival for collection (see note 1) and time of hand over at clinical setting (see note 2).	Yes – deduction General Condition 9 applies	Monthly
1b	Booked journeys <u>to</u> NHS setting for appointment or admission (From any location). (Special Group – See note 3)	Time of collection and time of hand over at clinical setting	80% of journeys within threshold 1 and 97.5% of journeys within threshold 2	Provider to record time of arrival for collection (see note 1) and time of hand over at clinical setting (see note 2).	Yes – deduction General Condition 9 applies	Monthly
2	OUTWARD from NHS commissioned / Hospice and all INTRATRUST JOURNEYS AND JOURNEYS BETWEEN NHS commissioned / Hospice settings. Booked in advance – This is a single KPI which is a composite of the metrics 2a – 2c below.					
2a	Planned journeys booked in advance from NHS commissioned / hospice setting (From any location) – Excluding the journeys in the special group.	Time of collection from clinical setting	80% of journeys within threshold 1 and 97.5% of journeys within threshold 2	Provider to record time of collection from clinical setting (see note 1) and time drop of is complete. (see note 2).	Yes – deduction General Condition 9 applies	Monthly
2b	Planned journeys booked in advanced <u>from</u> NHS commissioned / hospice setting clinic settings . (Special Group – See note 3)	Time of collection from clinical setting	80% of journeys within threshold 1 and 97.5% of journeys within threshold 2	Provider to record time of collection from clinical setting (see note 1) and time drop of is complete.	Yes – deduction General Condition 9 applies	Monthly

KPI	Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
				(see note 2).		
2c	Any outward journeys not booked in advance <u>from</u> clinics - NHS Emergency portals day case units or wards	Time of collection from clinical setting	75% of journeys within threshold 1 and 97.5% of journeys within threshold 2	Provider to record time of collection from clinical setting (see note 1) and time drop of is complete. (see note 2).	Yes – deduction General Condition 9 applies	Monthly
3	Time on Vehicle					
3a	Time on Vehicle - Excluding the journeys in the special group.	Time between collection and drop off.	80% of journeys within threshold 1 and 95% of journeys within threshold 2	Provider to record time of collection from clinical setting (see note 2 and 3) and time drop of is complete. (see note 4).	Yes – deduction General Condition 9 applies	Monthly
3b	Time on Vehicle - . (Special Group – See note 3)	Time between collection and drop off.	80% of journeys within threshold 1 and 95% of journeys within threshold 2	Provider to record time of collection from clinical setting (see note 2 and 3) and time drop of is complete. (see note 4).	Yes – deduction General Condition 9 applies	Monthly
4	Booking Centre call response.					
4	Calls answered	Time to answer call	90% of calls answered within 90 seconds	Provider to record time between call being connected to system and call being answered.	Yes – deduction General Condition 9 applies	Monthly
5	Safe at Home					
5	Completion of safe at home checklist for all patients transferred to a normal place of residence excluding staffed care homes.	Completed checklist.	Fully completed checklist in place for 97.5% of eligible completed journeys.	Provider to record checklist completion at drop off and checklist content to be recorded / captured.	Yes – deduction General Condition 9 applies	Monthly

KPI Thresholds

Thresholds INWARD to NHS commissioned / Hospice Locations			
		Threshold 1	Threshold 2
1a	Booked journeys <u>to</u> NHS commissioned / hospice settings for appointment or admission. (From any location) Excluding the journeys in the special group.	Crew arrives to collect patient no later than the booked time for collection and patient is handed over at clinic or appointment location or admitting ward etc. no earlier than 60 minutes before and no later than 5 minutes before the booked appointment or admission time. <i>The provider will disregard drop off more than 60 minutes before appointment if the patient requested this.</i>	Patient is handed over at clinic or appointment location or admitting ward etc. no later than 15 minutes after the booked appointment or admission time.
1b	Booked journeys <u>to</u> NHS setting for appointment or admission. (From any location). (Special Group – See note 3)	Crew arrives to collect patient no later than the booked time for collection and patient is handed over at clinic or appointment location or admitting ward etc. no earlier than 30 minutes before and no later than 5 minutes before the booked appointment or admission time. <i>The provider will disregard drop off more than 30 minutes before appointment if the patient requested this.</i>	Crew arrives to collect patient no later than the booked time for collection and patient is handed over at clinic or appointment location or admitting ward etc. no earlier than 30 minutes before and no later than 15 minutes after the booked appointment or admission time.
OUTWARD from NHS commissioned / Hospice and all INTRATRUST JOURNEYS AND JOURNEYS BETWEEN NHS commissioned / Hospice settings.			
2a	Planned journeys booked in advance from NHS commissioned / hospice setting (From any location) – Excluding the journeys in the special group.	Crew arrives to collect patient no later than 45 minutes after booking made	Crew arrives to collect patient no later than 120 minutes after booked collection time.
2b	Planned journeys booked in advanced <u>from</u> NHS commissioned / hospice setting clinic settings . (Special Group – See note 3)	Crew arrives to collect patient no later than 30 minutes after booked collection time.	Crew arrives to collect patient no later than 60 minutes after booked collection time.
2c	Any outward journeys not booked in	Crew arrives to collect patient no later than 90	Crew arrives to collect patient no later than 150 minutes after

	advance from clinics - NHS Emergency portals day case units or wards	minutes after booking made.	booking made.
3a	Time on Vehicle - Excluding the journeys in the special group.	0 - 15 miles < 45 minutes 15 - 25 miles < 60 minutes 25-40 miles < 90 minutes >40 miles N/A	0 - 15 miles < 60 minutes 15 - 25 miles < 75 minutes 25-40 miles < 120 minutes >40 miles N/A
3b	Time on Vehicle - . (Special Group – See note 3)	0 - 10 miles < 40 minutes 10 - 20 miles < 50 minutes 20-30 miles < 60 minutes 20-30 miles < 75 minutes 30-40 miles < 90 minutes >40 miles - N/A	0 - 10 miles < 50 minutes 10 - 20 miles < 60 minutes 20-30 miles < 75minutes 20-30 miles < 90 minutes 30-40 miles < 120 minutes >40 miles - N/A

For the composite KPIs 1, 2 and 3, the provider will report performance against each threshold within each metric.

Exception reports will be produced for any breach of any threshold within any metric.

Note 1 Time **metrics and thresholds with each** of arrival for collection equates to the Crew member being in the correct clinical setting and having introduced themselves to a team member or at the front door for residential premises collections.

Note 2 Time of drop off equates to the Crew member escorting patient to the correct clinical setting or place of residence and either handing over (formally) to a team member or if drop off is a residential premises completing the “safe at home” checklist. If the crew then need to remain with the patient for safety reasons including part way through multi-patient journeys then breaches of any KPI will be discounted for formal contract management (see below).

Note 3 Special Group includes

- Patients requiring renal dialysis
- Patients requiring HDU ambulance facilities.
- Patients requiring regular appointments for treatment (such as chemotherapy)
- Fast track patients (approaching end of life) identified at time of booking
- Other patients with specific clinical needs highlighted at the time of booking that necessitate minimal waits / time on vehicle.

Note 4: Staffordshire Trusts: UHNM (any site), MPFT (any Staffordshire site), NSCHT (any site), and UHDB (Burton site). RWT, WHT, DGOH (Dudley site), SWBH (Sandwell site). Staffordshire and Black Country Hospices are included in this group as are other facilities such as private hospitals or care homes commissioned to provide NHS services.

Unavoidable Delays

Target thresholds have been set to allow for normal variations in traffic conditions and travel times.

Commissioners appreciate that from time to time major disruption will occur. Commissioners also appreciate that providers may need to delay or extend journeys for safety reasons (including issues arising through the safe at home check during multi-patient journey).

The provider may suggest exceptionality for journeys contributing to targets under KPIs 1, 2, 3 and 4 as follows:

- Journeys directly affected by major disruption to travel due to an incident such as road closure which continues for more than two hours. The provider will discount all journeys that used the affected routes.
- Journeys directly affected by severe weather contributing to major disruption to travel on main routes (motorways, trunk roads) which continues for more than two hours.
- Journey's directly affected because either there was significant patient health deterioration on route or the safe at home check identifies a safety or welfare issue which meant crews could not leave the patient's home directly. This provision will apply to single or multi-patient journeys.

In order to request that such journeys are disregarded, the provider must report such breaches and will as part of an exception report identify the nature of the disruption, the area / journey routes affected and the time over which disruption occurred. As part of the exception report the provider, will include an adjusted performance report showing omitting the journeys for which exceptional disruption applies alongside the actual performance report. The provider will supply some form of independent verification of the disruption (for example report from police, Civil Contingencies Unit, Travel web site, real time, travel and logistics software etc. The provider should also provide confirmation that its contingency and business continuity plans were activated.

For prolonged and very severe weather or other major incidents predicted to cause disruption to journey lengths for at least 48 hours, and where the provider has activated all business continuity and contingency plans and has also been supporting or is actively contributing to the health economy response the provider may request the CCG to stand down the targets for an agreed period of time. The commissioners will make this decision and confirm this to the provider.

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

Full CQUIN Payments are to be included within the annual contract value. No additional CQUIN payments will be due and no CQUIN submissions are required from the provider.

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Local Incentive Scheme

Not Applicable

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Not Applicable	

Date	Document
February 2015	<p>Themes and lessons learnt from NHS investigations into matters relating to Jimmy Savile</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/407209/KL_lessons_learned_report_FINAL.pdf</p>
August 2018	<p>Adult Safeguarding: Roles and Competencies for Health Care Staff</p> <p>https://www.rcn.org.uk/-/media/royal-college-of-nursing/documents/publications/2018/august/pdf-007069.pdf</p>

SCHEDULE 5 - GOVERNANCE

B. Provider's Material Sub-Contracts

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

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
<p>Coordinating Commissioner</p>	<p>In partnership with the Midlands and Lancashire Commissioning Support Unit, the Co-ordinating Commissioner agrees to administer the Contract on behalf of all Commissioners.</p> <p>Role and responsibilities to include:</p> <ul style="list-style-type: none"> • Performing role of Coordinating Commissioner as outlined in the agreed Collaborative Commissioning Agreement • Negotiating and agreeing contract Schedules with the Provider and coordinating contract signature for each party • Chairing and administrating monthly contract review meetings with the Provider to monitor and discuss performance against the agreed activity, finance and performance standards included within the Contract • Monitoring clinical quality of the services delivered via regular CQRM meetings • Applying the NHS Standard Contract in accordance with the Service Conditions, General Conditions and Technical Guidance
<p>Associate Commissioners</p>	<p>Each Associate Commissioner agrees to play an active part in the contract relationship with the Provider through:</p> <ul style="list-style-type: none"> • Attending or inputting to Contract Review Meetings and other contract forums as and when applicable. • Performing role of Commissioner as outlined in the agreed Collaborative Commissioning Agreement • Working with the Coordinating Commissioner to resolve any matters which may arise during the contact term • Adhering to the requirements detailed in the Service Conditions, General Conditions and Technical Guidance
<p>NHS Stafford & Surrounds CCG Co-ordinating Commissioner</p>	<ul style="list-style-type: none"> • Clinical Quality Monitoring • Monitoring patient experience • Market Management • Clinical Pathway Development • Discharge and referral protocols • Sign-off of Financial Reconciliation outputs • Setting strategy for contract negotiation and development • Communications with Associate Commissioners through the Collaborative Commissioning Forum
<p>NHS Cannock Chase CCG NHS East Staffordshire CCG NHS North Staffordshire CCG</p>	<ul style="list-style-type: none"> • Clinical Quality Monitoring • Monitoring patient experience • Market Management • Clinical Pathway Development • Discharge and referral protocols

Co-ordinating Commissioner/Commissioner	Role/Responsibility
<p>NHS South East Staffs and Seisdon Peninsula CCG</p> <p>NHS Stoke-on-Trent CCG</p> <p>NHS Midlands Partnership Foundation Trust (MPFT)</p>	<ul style="list-style-type: none"> • Prior approval and individual funding request policies
<p>NHS Midlands and Lancashire Commissioning Support Unit (M&L CSU)</p>	<ul style="list-style-type: none"> • Supporting Clinical Quality Monitoring • Supporting monitoring of patient experience • Financial reconciliation • Contract negotiation • Standard setting relating to local services in the absence of other relevant standards of quality, performance and effectiveness • Activity planning assumptions, and capacity analysis • Supporting the overall performance management of the provider through implementing contract levers and processes on behalf of the commissioners • To co-ordinate and Chair Collaborative Commissioning Forum meetings • To be the primary interface with the provider on behalf of the collaborating CCG's

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i>)	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ol style="list-style-type: none"> a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of 	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
<p>b. candour that have occurred; c. details of all requirements satisfied; d. details of, and reasons for, any failure to meet requirements; report on performance against the HCAI Reduction Plan</p>				<p>All All All except 111</p>
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	All
4. Report on performance in respect of venous thromboembolism, catheter-acquired urinary tract infections, falls and pressure ulcers, in accordance with SC22.1.	Annual	[For local agreement]	[For local agreement]	A
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	All
6. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7. Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All
8. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
9. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A+E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	<p>A A+E U</p>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
https://digital.nhs.uk/isce/publication/isb1594				
10. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (<i>Staff</i>)	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	All
11. Report on compliance with the National Workforce Race Equality Standard.	Annually	[For local agreement]	[For local agreement]	All
12. Report on compliance with the National Workforce Disability Equality Standard.	Annually	[For local agreement]	[For local agreement]	All
13. Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	Specialised Services
14. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 (<i>Antimicrobial Resistance and Healthcare Associated Infections</i>)	Annually	[For local agreement]	[For local agreement]	A
15. Report on progress against Green Plan in accordance with SC18.2	Annually	[For local agreement]	[For local agreement]	All
Local Requirements Reported Locally				
Insert as agreed 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	

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
			Statement. [Otherwise, for local agreement]	

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	Consequence
Insert text locally				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents

NHS Improvement Policy: 'Serious Incident Framework: Supporting learning to prevent recurrence' (Revised March 2015) <https://improvement.nhs.uk/resources/serious-incident-framework/>

The above policy to be used in conjunction with the Co-ordinating Commissioner's Serious Incident Policy– link below

Stafford and Surrounds CCG:

<https://www.staffordsurroundsccg.nhs.uk/about-us/our-policies/patient-safety/225-amended-serious-incident-policy/file>

Within one operational Day

The Provider shall report to Commissioners within one operational day of the incident occurring, any Never Event as identified in:

https://improvement.nhs.uk/documents/2265/Revised_Never_Events_policy_and_framework_FINAL.pdf

Within 72 hours

An update for every Never Event should be submitted onto the STEIS system within 72 hours of any such incident being reported to commissioners.

The Provider shall submit a 72 hour Report to Commissioners. This report should detail any immediate actions taken to eliminate the risk of reoccurrence of the incident.

Provider Shall identify the Lead Commissioner for each Never Event Reported.

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.

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
Insert text locally				[Subject to GC9 (Contract Management)] or [locally agreed]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey Real time patient experience via IT system, phone survey, written paper survey and one to one feedback.	Quarterly Submitted to the Coordinating Commissioner within 15 Operational Days of the end of the Quarter to which it relates	Summary Report to include key findings of surveys	All outcomes of Surveys need to be shared with the public via existing mechanisms, such as Provider Websites and CQRM meetings	All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) Or Providers own Staff survey	Annual Submitted by end April Submitted to the Coordinating Commissioner within 15 Operational Days of the end of the month to which it relates.	Summary Report to include key findings of surveys	All outcomes of Surveys need to be shared with the commissioners via existing mechanisms, such CQRM meetings	All
Carer Survey Provider will develop a carer survey to collect feedback from carers	Annual Submitted by end April Submitted to the Coordinating Commissioner within 15 Operational Days of the end of the month to which it relates.	Summary Report to include key findings of surveys	All outcomes of Surveys need to be shared with the commissioners via existing mechanisms, such CQRM meetings	All
Complaints Satisfaction Survey	Quarterly Submitted to the Coordinating Commissioner within 15 Operational Days of the end of the Quarter to which it relates	Summary Report to include key findings of surveys	All outcomes of Surveys need to be shared with the public via existing mechanisms, such as Provider Websites and CQRM meetings	All

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
GP Feedback Survey	Bi- Annual Submitted by end April and end October Submitted to the Coordinating Commissioner within 15 Operational Days of the end of the month to which it	Summary Report to include key findings of surveys	Results of survey to be shared with Commissioners via CQRM.	All

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

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

1. SCOPE

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

2. DATA PROTECTION

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

must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature, scope, context and purposes of processing the data to be protected;
 - (ii) likelihood and level of harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6F (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
 - (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and

- (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;
 - (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;
 - (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and
 - (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.
- 2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F, it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
 - (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6F);
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) becomes aware of or reasonably suspects a Data Loss Event; or
 - (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.
- 2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.
- 2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

- 2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:
- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
 - (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.
- 2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, the Provider must:
- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Co-ordinating Commissioner;
 - (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6F and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6F, containing:
- (a) the categories of processing carried out under this Schedule 6F;
 - (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

- (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6F; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Provider must comply at all times with those obligations set out at Article 32 of the GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.
- 2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A

Data Processing Services

Processing, Personal Data and Data Subjects

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

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

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – LOCAL SYSTEM PLAN OBLIGATIONS

Not Applicable

SCHEDULE 9 – SYSTEM COLLABORATION AND FINANCIAL MANAGEMENT AGREEMENT

Not Applicable

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