



NHS Standard Contract 2021/22 Particulars (Full Length)

**CHILDREN AND YOUNG PEOPLE'S INTEGRATED THERAPIES
SERVICE 2022 – 2025/ SPS 2537**

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Contract Reference	SPS2537
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DATE OF CONTRACT	[]
SERVICE COMMENCEMENT DATE	1 st April 2022
CONTRACT TERM	3 (three) years commencing 1 st April 2022 with option to extend for any period or periods of one year or more for up to 5 (five) additional years
COMMISSIONERS	SOUTH EAST LONDON CCG (ODS 72Q) ROYAL BOROUGH OF GREENWICH
CO-ORDINATING COMMISSIONER	ROYAL BOROUGH OF GREENWICH
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

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Definitions and Interpretation

CONTRACT

Contract title: Children and Young People's Integrated Therapies Service 2022 – 2025

Contract ref: SPS 2537

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

**THE COMMON SEAL OF ROYAL
BOROUGH OF GREENWICH** was
hereunto affixed in the presence of:

.....
Authorised Signatory

.....
Title

.....
Date

SIGNED by

**Jackie Davidson for
and on behalf of
South East London Clinical
Commissioning Group (Greenwich)**

.....
Signature

Acting Borough Director

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for
and on behalf of
[INSERT PROVIDER NAME]**

.....
Title

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1st April 2022
Expected Service Commencement Date	1st April 2022
Longstop Date	n/a
Service Commencement Date	1st April 2022
Contract Term	3 (three) years (or as extended in accordance with Schedule 1C)
Option to extend Contract Term	YES By up to 5 years (for any period or periods of one year or more)
Commissioner Notice Period (for termination under GC17.2)	Six months
Commissioner Earliest Termination Date	Six months after the Service Commencement Date
Provider Notice Period (for termination under GC17.3)	Three months
Provider Earliest Termination Date	Six months after the Service Commencement Date

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)	X
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
Primary and Community Mental Health Services	NO
Service Requirements	
Indicative Activity Plan	NO
Activity Planning Assumptions	NO
Essential Services (NHS Trusts only)	N/A
Services to which 18 Weeks applies	NO
Prior Approval Response Time Standard	Not applicable

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
Under the Aligned Payment and Incentive Rules in the National Tariff, does CQUIN apply to payments made by any of the Commissioners under this Contract?	NO
QUALITY	
Provider type	NHS Foundation Trust/NHS Trust Other
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	CEDR
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead (children) / named professional for safeguarding children	[] Email: [] Tel: []
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[] Email: [] Tel: []

Provider's Prevent Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
Provider's UEC DoS Contact	[] Email: [] Tel: []
Commissioners' UEC DoS Leads	[] CCG: [] Email: [] Tel: [] [INSERT AS ABOVE FOR EACH CCG]
Provider's Infection Prevention Lead	[] Email: [] Tel: []
Provider's Health Inequalities Lead	[] Email: [] Tel: []
Provider's Net Zero Lead	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: [] Address: [] Email: [] Commissioner: [] Address: [] Email: [] [INSERT AS ABOVE FOR EACH COMMISSIONER] Provider: [] Address: [] Email: []
Frequency of Review Meetings	Ad hoc/Monthly/Quarterly/Six Monthly
Commissioner Representative(s)	[] Address: [] Email: [] Tel: []
Provider Representative	[] Address: [] Email: [] Tel: []

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]*
5. [Insert text locally as required]

The Provider must complete the following actions:

[Insert text locally as required]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
Insert text locally or state Not Applicable		

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 a period of 1 (one) year or periods of more than one year up to a maximum of 5 (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 six months before the original Expiry Date or expiry date of the extended Contract Term.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only by all Commissioners; and
 - 3.2 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

[Insert final specification]

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes Not Applicable

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Primary and Community Mental Health Services Not Applicable

SCHEDULE 2 – THE SERVICES

- B. Indicative Activity Plan
Not Applicable**

SCHEDULE 2 – THE SERVICES

- C. Activity Planning Assumptions
Not Applicable**

SCHEDULE 2 – THE SERVICES

- D. Essential Services (NHS Trusts only)
Not Applicable**

SCHEDULE 2 – THE SERVICES

- E. Essential Services Continuity Plan (NHS Trusts only)
Not Applicable**

SCHEDULE 2 – THE SERVICES

- F. Clinical Networks
Not Applicable**

SCHEDULE 2 – THE SERVICES

- G. Other Local Agreements, Policies and Procedures
Not Applicable**

SCHEDULE 2 – THE SERVICES

- H. Transition Arrangements
Not Applicable**

SCHEDULE 2 – THE SERVICES

- I. Exit Arrangements
Not Applicable**

SCHEDULE 2 – THE SERVICES

**J. Transfer of and Discharge from Care Protocols
Not Applicable**

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally

SCHEDULE 2 – THE SERVICES

**L. Provisions Applicable to Primary Medical Services
Not Applicable**

SCHEDULE 2 – THE SERVICES

**M. Development Plan for Personalised Care
To be developed as and when required**

SCHEDULE 2 – THE SERVICES

**N. Health Inequalities Action Plan
To be developed as and when required**

SCHEDULE 3 – PAYMENT

A. Local Prices

This is a Block Arrangement

The Annual Contract Value for Year 1 is as follows:

- NHS SEL CCG (Greenwich - £1,972,000
- Royal Borough of Greenwich - £764,000

The Annual Contract Value for subsequent years shall be uplifted in line with the National Tariff Adjustor

SCHEDULE 3 – PAYMENT

B. Local Variations

Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

Not Applicable

SCHEDULE 3 – PAYMENT

- D. Aligned Payment and Incentive Rules**
Not applicable

SCHEDULE 3 – PAYMENT

E. CQUIN

Not Applicable

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Commissioner	Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required)
SEL CCG (Greenwich)	£1,972,000.00
Royal Borough of Greenwich	£764,000.00
Total	£2,736,000.00

SCHEDULE 3 – PAYMENT

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

Insert text and/or attach spreadsheets or documents locally – or state Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	RTT waiting times for non-urgent consultant-led treatment				
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS Digital)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Month	Services to which 18 Weeks applies
	Diagnostic test waiting times				
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Month	A CS CR D
	A+E waits				
E.B.5	Percentage of A+E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A+E department	Operating standard of 95%	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	Month	A+E U

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	Cancer waits - 2 week wait				
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
	Cancer waits – 28 / 31 days				
E.B.27	Percentage of Service Users waiting no more than 28 days from urgent referral to receiving a communication of diagnosis for cancer or a ruling out of cancer	Operating standard of 75%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for	Operating standard of 94%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/	Quarter	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	subsequent treatment where that treatment is surgery		statistical-work-areas/cancer-waiting-times/		
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
	Cancer waits – 62 days				
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	Ambulance Service Response Times				
	Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes	Operating standard that 90 th centile is no greater than 15 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	Quarter	AM
	Category 1 (life-threatening) incidents – mean time taken for a response to arrive	Mean is no greater than 7 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	Quarter	AM
	Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes	Operating standard that 90 th centile is no greater than 40 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	Quarter	AM
	Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive	Mean is no greater than 18 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	Quarter	AM
	Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response arriving within 120 minutes	Operating standard that 90 th centile is no greater than 120 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	Quarter	AM
	Category 4 (less urgent “assess, treat, transport” incidents only) – proportion of incidents resulting	Operating standard that 90 th centile is no	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/	Quarter	AM

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	in an appropriate response arriving within 180 minutes	greater than 180 minutes	statistical-work-areas/ambulance-quality-indicators/		
	Mixed-sex accommodation breaches				
E.B.S.1	Mixed-sex accommodation breach	>0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/	Ongoing	A CR MH
	Cancelled operations				
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice	Number of Service Users who are not offered another binding date within 28 days >0	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-operations/	Ongoing	A CR
	Mental health				
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed	Operating standard of 80%	See Contract Technical Guidance Appendix 2	Quarter	MH Except MH (Specialised Services)

Ref	Operational Standards	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Application
	up within 72 hours of discharge from psychiatric in-patient care				

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

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Period over which the requirement is to be achieved	Application
E.A.S.4	Zero tolerance methicillin-resistant <i>Staphylococcus aureus</i>	>0	See Contract Technical Guidance Appendix 2	Ongoing	A
E.A.S.5	Minimise rates of Clostridioides difficile	As published by NHS England and NHS Improvement	See Contract Technical Guidance Appendix 2	Year	A (NHS Trust/FT)
	Minimise rates of gram-negative bloodstream infections	As published by NHS England and NHS Improvement	See Contract Technical Guidance Appendix 2	Year	A (NHS Trust/FT)
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Ongoing	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A+E must take place within 15 minutes with none waiting more than 30 minutes	>0	See Contract Technical Guidance Appendix 2	Ongoing	A+E
E.B.S.7b	All handovers between ambulance and A+E must take place within 15 minutes with none waiting more than 60 minutes	>0	See Contract Technical Guidance Appendix 2	Ongoing	A+E

	National Quality Requirement	Threshold	Guidance on definition	Period over which the requirement is to be achieved	Application
E.B.S.8a	Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes	>0	See Contract Technical Guidance Appendix 2	Ongoing	AM
E.B.S.8b	Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes	>0	See Contract Technical Guidance Appendix 2	Ongoing	AM
E.B.S.5	Waits in A+E not longer than 12 hours	>0	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	Ongoing	A+E
E.B.S.6	No urgent operation should be cancelled for a second time	>0	See Contract Technical Guidance Appendix 2	Ongoing	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE	95%	See Contract Technical Guidance Appendix 2	Quarter	A
	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	Ongoing	All

	National Quality Requirement	Threshold	Guidance on definition	Period over which the requirement is to be achieved	Application
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/	Quarter	MH
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers)	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Ongoing	Where <u>both</u> Specialised Services <u>and</u> Cancer apply

	National Quality Requirement	Threshold	Guidance on definition	Period over which the requirement is to be achieved	Application
	and young adults) across all tumour sites				
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites	Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Ongoing	Where <u>both</u> Specialised Services and Cancer apply
	Proportion of Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 2	Quarter	A, A+E
	Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 2	Quarter	A

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

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years				

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Local Incentive Scheme

Not Applicable

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

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
Insert text locally or state Not Applicable				

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
Royal Borough of Greenwich	Coordinating Commissioner – Will manage the contract on behalf of Commissioners Will involve Commissioners in the management of the Contract and consult Commissioners on all decisions relating to the Contract.
South East London Clinical Commissioning Group	Commissioner – will be responsible for funding as outlined in this Contract and will engage promptly with the Coordinating Commissioner on any decisions that need to be made.

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
1a. Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements published by NHS Digital at https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/emergency-care-data-set-ecds/ecds-latest-update	As set out in relevant Guidance	As set out in relevant Guidance	Daily	A+E, U
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				
1a. Activity and Finance Report	Monthly	If and when mandated by NHS Digital, in the format specified in the relevant Information Standards Notice (DCB2050)	[For local agreement]	A, MH
1b. Activity and Finance Report	Monthly	[For local agreement]	[For local agreement]	All except A, MH
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: a. details of any thresholds that have been	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All

NHS STANDARD CONTRACT 2021/22 PARTICULARS (Full Length)

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
	breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements.				All All
3.	a. CQUIN Performance Report and details of progress towards satisfying any CQUIN Indicators, including details of all CQUIN Indicators satisfied or not satisfied b. Local Incentive Scheme Performance Report and details of progress towards satisfying any Local Incentive Scheme Indicators, including details of all Local Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	CQUIN applies 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 https://digital.nhs.uk/isce/publication/isb1594	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E U

NHS STANDARD CONTRACT 2021/22 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
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]	NHS Trust/FT
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 SC21.3 (<i>Infection Prevention and Control and Influenza Vaccination</i>)	Annually	[For local agreement]	[For local agreement]	A (NHS Trust/FT only)
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 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
To be utilised as and when required			

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
<p>Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, or any framework which replaces them as applicable and must report all Serious Incidents and Never Events in accordance with the requirements of the applicable framework.</p> <p>This must include continual reviewing and evaluation of Services, implementing Lessons Learned from those reviews and evaluations, from Patient Safety Incidents, Never Events and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.</p> <p>To comply with deadline for all alerts (Patient Safety Alerts and CAS alerts).</p> <p>Undertake thematic review of Quality Alerts including lessons learned and changes implemented to services, where applicable.</p>

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
To be completed when required			

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 [Insert further description locally]				All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) [Other] [Insert further description locally]				All
Carer Survey [Insert further description locally]				All
[Other insert locally]				

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 UK 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 UK 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 UK 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 UK 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 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

To be completed as and when required.

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

NOTE: the Local System Plan obligations set out here should be confined to operational or strategic planning matters to avoid (where relevant) duplication or conflict with the System Collaboration and Financial Management Agreement for the ICS.

Background

Guidance to the NHS emphasises the importance of collaborative working across local health systems – to ensure that services provided by multiple different organisations are integrated and coordinated around patients’ needs and maximise quality, outcomes and value for money. For 2021/22, each Integrated Care System (ICS) will produce a Local System Plan, setting out local actions to deliver the long-term plan and local improvements. This Schedule 8 offers a way in which – at whatever level of specificity is felt to be locally appropriate – commitments made as part of a Local System Plan can be given contractual effect.

Principle

The intention of Schedule 8 is to express obligations on the part of both the Commissioner(s) and the Provider.

Application

Completion of Schedule 8 is not mandatory, but should be considered for each contract where the Provider plays a significant role in delivering a Local System Plan.

The general expectation is that the content of Schedule 8 will relate to the main local ICS in which the Provider is a partner. Some Providers (ambulance Trusts, for instance) may be partners in more than one ICS, in which case reference to multiple ICSs and Local System Plans within one contract may be necessary; in such situations, care should be taken to avoid too onerous or detailed requirements. Equally, a local contract may involve multiple CCGs, not all of whom are partners in the ICSs relevant to the Provider. Local completion of this Schedule 8 will therefore need to make clear which ICSs and which commissioners it applies to.

Content

Exactly what to include in this Schedule 8 is a local decision, but there are a number of different options.

- *If the Local System Plan is sufficiently detailed to state specific actions which the Parties have agreed to take, these could be extracted and included in the Schedule.*
- *Alternatively, this Schedule 8 could build on the high-level intentions of the Local System Plan, identifying specific actions*
 - *which the Provider will take to integrate its services with those of other local providers and to support those providers in delivering effective care for patients; and*

- *which the Commissioners will take to ensure that other local providers support this Provider in delivering the Services covered by this Contract effectively.*
- *These specific actions could cover expectations around patient pathways (consistent signposting for patients of the most appropriate pathway; communication and support between providers when patients are transferring from one service to another); practical arrangements for ongoing liaison between different services involved with the same patient, including shared or interoperable IT systems; arrangements for multi-disciplinary working across providers; and so on.*
- *And reference could be included in this Schedule 8 to participation in agreed partnership / governance forums and planning processes.*

Care should be taken when completing this Schedule 8 to avoid duplication or contradiction of issues addressed in other local Schedules (such as Service Specifications). The Schedule should not be used to express financial agreements or arrangements; these should be reflected as appropriate in Schedule 3A (Local Prices) or 3F (Expected Annual Contract Values), or in the System Collaboration and Financial Management Agreement.

Other approaches to integration

More formal approaches to service integration could involve putting in place a lead provider contract or an alliance agreement – see the Contract Technical Guidance for further detail.

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

SCHEDULE 9 – SYSTEM COLLABORATION AND FINANCIAL MANAGEMENT AGREEMENT

To be completed as and when required

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