



NHS Standard Contract 2019/20 (Shorter Form)

**National Variation Agreement for existing
2016/17, 2017-19 (November 2016 edition),
2017-19 (January 2018 edition) and 2017-
19 (May 2018 edition) form contracts**

NHS Standard Contract 2019/20 (Shorter Form)

National Variation Agreement for existing 2016/17, 2017-19 (November 2016), 2017-19 (January 2018 edition) and 2017-19 (May 2018 edition) form contracts

First published: March 2019

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(please do not return completed National Variations to this email address)

Publication Approval Number: 000259

Classification: Official

Please note that the parties must complete the fields highlighted in yellow in this National Variation Agreement.

Bolton Council (1)
NHS Bolton CCG (00T)

AND

Insert Provider Name (2)

AS PROVIDER

NATIONAL VARIATION AGREEMENT
2019/20

in relation to the Contract 01st October, 2018
in the form of the Shorter Form
[NHS STANDARD CONTRACT 2017-19 (May
2018 edition)

THIS NATIONAL VARIATION AGREEMENT is dated 1st April 2019 and made between:

(1) **BOLTON COUNCIL** whose principal office is at
Victoria Square
Bolton
BL1 1RU

NHS Bolton CCG
Bolton Council Building
1st Floor, Bolton Town Hall
Bolton
BL1 1RU

(the **Commissioners**)

and

(2) [REDACTED] whose principal and/or registered office address is at [REDACTED] (the **Provider**).

WHEREAS

- A. The Commissioners and the Provider entered into a contract 01st October, 2018 of original 2017-19 (May 2018 edition), as varied pursuant to GC13 of that contract (the **Contract**).
- B. GC13 of the Contract requires the Parties to vary the Contract to apply National Variations.
- C. The Parties wish to vary the Contract in accordance with GC13 so as to bring the Contract into alignment with certain provisions of the NHS Standard Contract 2019/20 published by NHS England.
- D. In consideration of their mutual obligations under this National Variation Agreement and the payment by each Party to the other of £1 (receipt of which each Party acknowledges), the Parties have therefore agreed to vary the Contract on the terms set out in this National Variation Agreement.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 In this National Variation Agreement unless the context otherwise requires or an expression is defined as a capitalised term in clause 1.2 below, the expression shall have the same meaning given to it in the Contract.

1.2 In this National Variation Agreement:

Contract has the meaning given to it in Recital A of this National Variation Agreement (and which may be the 2017/19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016) edition Contract, or the 2016/17 Contract);

2016/2017 Contract means the NHS Standard Contract (Shorter Form) published by NHS England for the year 2016/2017, as subsequently varied in accordance with applicable National Variations;

2017-19 (November 2016 edition) Contract means the NHS Standard Contract (Shorter Form) published by NHS England in November 2016 for the years 2017-19, as subsequently varied in accordance with applicable National Variations;

2017-19 (January 2018 edition) Contract means the NHS Standard Contract (Shorter Form) published by NHS England in January 2018 for the years 2017-19. as subsequently varied in accordance with applicable National Variations;

2017-19 (May 2018 edition) Contract means the NHS Standard Contract (Shorter Form) published by NHS England in May 2018 for the years 2017-19;

2019/20 Contract means the NHS Standard Contract (Short Form) published by NHS England for the years 2019/2020;

GC and **SC** mean respectively any General Condition or Service Condition of the applicable 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract or the 2016/17 Contract, as the context requires;

National Variation Agreement means this agreement including its recitals and appendices; and

Variations means the variations set out in clauses 3 to 21 (inclusive) of this National Variation Agreement.

- 1.3 Except where otherwise expressly identified, all references in this National Variation Agreement to numbered SCs, GCs or Schedules relate to the SCs, GCs and Schedules of the Contract.
- 1.4 Where the application of any content in the 2017-19 (January 2018 edition) Contract is limited in the 2017-19 (January 2018 edition) Contract to certain Service or Provider categories only, the same limitations will apply where that content is added to the Contract by this National Variation Agreement.

2 EFFECTIVE DATE OF VARIATIONS

- 2.1 The Variations apply with effect from 1 April 2019.

PARTICULARS

3 SCHEDULE 3F (EXPECTED ANNUAL CONTRACT VALUES)

- 3.1 Underneath "Insert text locally (for one or more Contract Years) or state Not Applicable", insert the following:

"(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.21.)"

4 SCHEDULE 4A (OPERATIONAL STANDARDS AND NATIONAL QUALITY REQUIREMENTS)

- 4.1 Delete Part A of Schedule 4 (Operational Standards and National Quality Requirements) and replace with the new Part A set out in Appendix 2 of this National Variation Agreement, completed with local content where applicable. Any references to "Application" are to be interpreted as in the 2019/20 Contract.

5 SCHEDULE 6A (REPORTING REQUIREMENTS)

- 5.1 Delete Schedule 6A and replace with the new Schedule 6A set out in Appendix 3 of this National Variation Agreement.

SERVICE CONDITIONS

6 SC3 (SERVICE STANDARDS)

- 6.1 Delete SC3.4B.

7 SC4 (CO-OPERATION)

- 7.1 Delete the text in SC4.1 and replace with the following:

4.1	The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract. The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law and Good Practice, to facilitate the delivery of high quality, co-ordinated and integrated care for Service Users.	All
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8 SC8 (MAKING EVERY CONTACT COUNT AND SELF CARE)

- 8.1 Delete the text in SC8.1 and replace with the following:

8.1	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance. The Provider must ensure that, as clinically appropriate and in accordance with any local protocols, its Staff refer Service Users to smoking cessation and drug and alcohol advisory services provided by the relevant Local Authority.	All
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9 SC11 (TRANSFER OF AND DISCHARGE FROM CARE)

- 9.1 Add new SC11.4 as follows:

11.4	The Parties must comply with their obligations under the National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care and must co-operate with each other, with the relevant Local Authority and with other providers of health and social care as appropriate, to minimise the number of NHS Continuing Healthcare assessments which take place in an acute hospital setting.	CHC, CS, MH, ELC
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10 SC24 (NHS COUNTER-FRAUD AND SECURITY MANAGEMENT)

- 10.1 Delete the text in SC24.3 and replace with the following:

24.3	If requested by the Co-ordinating Commissioner, NHSCFA or any Regulatory or Supervisory Body, the Provider must allow a person duly authorised to act on behalf of NHSCFA, any Regulatory or Supervisory Body or on behalf of any Commissioner to review, in	All
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line with the appropriate standards, security management and counter-fraud arrangements put in place by the Provider. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the appropriate standards.	
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11 SC28 (INFORMATION REQUIREMENTS)

11.1 Add new SC28.1.8 as follows:

28.1.8 use all reasonable endeavours to optimise its performance under the Data Quality Maturity Index and must demonstrate its progress to the Co-ordinating Commissioner on an ongoing basis.	All
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12 SC32 (SAFEGUARDING AND MENTAL CAPACITY)

12.1 Delete the text in SC32.1 and 32.3 and replace with the following:

32.1 The Provider must ensure that Service Users are protected from abuse, grooming, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of any such behaviours in accordance with the Law.	All
32.3 The Provider must comply with the requirements and principles in relation to the safeguarding of children, young people and adults, including in relation to deprivation of liberty safeguards and child abuse and sexual exploitation, domestic abuse and female genital mutilation (as relevant to the Services, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Abuse and Exploitation Guidance).	All

13 SC36 (PAYMENT TERMS)

13.1 In SC36 replace “uplift factors” with “cost adjustments”.

13.2 Delete the text in SC36.21 and replace with the following:

36.21 The Provider must supply to each Commissioner a monthly invoice on the first day of each month, setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth (or other such proportion as may be specified in Schedule 3F (<i>Expected Annual Contract Values</i>)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each month beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.	EACV agreed
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13.3 In SC36.27 to SC36.28 replace “2018” with “2019” and “2019” with “2020”.

13.4 Delete the following text from SC36.35:

“(including without limitation the Withholding and Retention of Payment Provisions)”.

13.5 In SC36.38, delete “use all reasonable endeavours to”.

13.6 Delete SC36.40.

14 SC38 (Commissioning for Quality and Innovation (CQUIN))

Small-Value Contract		
38.8	If the Commissioners have applied to this Contract the small-value contract exception set out in CQUIN Guidance, any Price stated in or otherwise applicable to this Contract, and any Expected Annual Contract Value, are expressed at full value (that is, including any sum which would otherwise have been payable as a CQUIN Payment had that exception not been applied).	All

GENERAL CONDITIONS**15 GC5 (STAFF)**

15.1 Delete the text in GC5.7.3 and replace with the following:

“have in place, promote and operate (and must ensure that all Sub-Contractors have in place, promote and operate) a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff have appropriate means through which they may speak up about any concerns they may have in relation to the Services; and”

15.2 Delete the text in GC5.7.4 and replace with the following:

“ensure that nothing in any contract of employment, or contract for services, settlement agreement or any other agreement entered into by it or any Sub-Contractor with any member of Staff will prevent or inhibit, or purport to prevent or inhibit, that member of Staff from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer or by any other organisation, nor from speaking up to any Regulatory or Supervisory Body or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulatory or Supervisory Body or professional body from time to time, nor prejudice any right of that member of Staff to make disclosures under the Employment Rights Act 1996.”

16 GC9 (CONTRACT MANAGEMENT)

16.1 In GC9.9.2 replace “2018” with “2019” and “2019” with “2020”.

17 GC21 (PATIENT CONFIDENTIALITY, DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY)

17.1 Delete the text in GC21.2 and replace with the following:

"The Provider must complete and publish an annual information governance assessment in accordance with, and comply with the mandatory requirements of, the NHS Data Security and Protection Toolkit, as applicable to the Services and the Provider's organisation type."

21 GENERAL CONDITIONS: DEFINITIONS AND INTERPRETATION

21.1 Insert the new definitions set out in Part 1 of Appendix 1; amend the definitions set out in Part 2 of Appendix 1 as described in that Part 2; delete the definitions set out in Part 3 of Appendix 1, as applicable.

21.2 Change all references as follows:

- “Department of Health” to “Department of Health and Social Care”.
- “LD Guidance” to “Care and Treatment Review Guidance”.
- “Direction Letter” to “Direction Letter/Determination”.
- "NHS Information Governance Toolkit (or any successor framework)" to "NHS Data Security and Protection Toolkit"

22 COUNTERPARTS

This National Variation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

23 PRECEDENCE OF THIS NATIONAL VARIATION AGREEMENT

In the event of any inconsistency between the terms of this National Variation Agreement and the Contract, the terms of this National Variation Agreement shall take precedence.

24 CONTINUING EFFECT

Subject to the Variations, the Contract shall continue in full force and effect in all respects.

25 GOVERNING LAW AND JURISDICTION

This National Variation Agreement shall be subject to the provisions of GC39 of the Contract.

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

SIGNED by
	Signature
Ian Boyle CFO
	Title
for and on behalf of NHS Bolton CCG & Associates
	Date

SIGNED by
	Signature
Rachel Tanner, Deputy Director (DASS)
	Title
for and on behalf of Bolton Council
	Date

SIGNED by
	Signature
Insert name
	Title
for and on behalf of Insert Provider
	Date

Appendix 1: Definitions

Appendix 1 Part 1: New Defined Terms

Add the following definitions to the General Conditions (*Definitions and Interpretation*) in alphabetical sequence:

<p>Care and Treatment Review Guidance the guidance documents for commissioners and providers on Care and Treatment Reviews, and on Care, Education and Treatment Reviews (CETRs) for children and young people, published by NHS England at https://www.england.nhs.uk/learning-disabilities/care/ctr/</p>
<p>Data Landing Portal the secure and confidential portal hosted by NHS Digital for the receipt of electronic submissions of local patient-level datasets from providers, available at: https://digital.nhs.uk/services/secondary-uses-service-sus/data-landing-portal-dlp</p>
<p>Data Landing Portal Acceptable Use Statement the statement published by NHS Digital which sets out requirements on providers relating to the use of the Data Landing Portal, available at: https://digital.nhs.uk/services/data-landing-portal</p>
<p>Data Quality Maturity Index the NHS Digital publication which assesses the completeness and quality of datasets submitted nationally by individual providers in relation to different services, available at https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/data-quality</p>
<p>Education, Health and Care Needs Assessment a joint assessment by the relevant professionals of the healthcare and social care needs of a child or young person, required under the Special Educational Needs and Disability Regulations 2014</p>
<p>European Economic Area or EEA the European Economic Area which consists of the European Union and all the European Free Trade Association (EFTA) countries except Switzerland</p>
<p>IG Guidance for Serious Incidents NHS Digital's <i>Checklist Guidance for Information Governance Serious Incidents Requiring Investigation</i> June 2013, available at: https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklis%20t%20Guidance%20V2%200%201st%20June%202013.pdf</p>
<p>IPR inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights</p>
<p>Learning Disability Improvement Standards the standards for the provision of healthcare services for people with learning disabilities, published by NHS Improvement at: https://improvement.nhs.uk/resources/learning-disability-improvement-standards-nhs-trusts/</p>
<p>Mental Health Crisis Care Concordat a national agreement between services and agencies involved in the care and support of people in crisis, setting out how organisations will work together better to make sure that people get the help they need when they are having a mental health crisis: http://www.crisiscareconcordat.org.uk/</p>
<p>National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care the document of this name published by DHSC which came into effect on 1 October 2018, available at https://www.gov.uk/government/publications/national-framework-for-nhs-continuing-healthcare-and-nhs-funded-nursing-care</p>

<p>NHS Data Security and Protection Toolkit an online system (https://www.dsptoolkit.nhs.uk/), which allows NHS Bodies and non-NHS providers of NHS-funded services to assess their compliance with GDPR and with the National Data Guardian's Data Security Standards</p>
<p>Quality Incentive Scheme Indicator an indicator or measure of the Provider's performance in relation a CQUIN Scheme or a Local Incentive Scheme</p>
<p>Quarter each 3 month period commencing on the Services Commencement Date and "Quarterly" will be construed accordingly</p>
<p>Royal College of Psychiatrists Standards standards on the application of section 136 of the Mental Health Act 1983 (England and Wales), published by the Royal College of Psychiatrists http://www.rcpsych.ac.uk/usefulresources/publications/collegereports/cr/cr159.aspx</p>
<p>SDIP a Service Development and Improvement Plan setting out improvements to be made by the Provider to the Services and/or Services Environment, as appended at Schedule 2G (<i>Other Local Agreements, Policies and Procedures</i>)</p>

Appendix 1 Part 2: Variations to Defined Terms

Delete the definitions given to the following defined terms and replace with the amended definitions as follows or where applicable vary the defined term as described below (and, where the defined term itself is amended, any use in the Contract of the original term is to be read as the amended term):

Term:	Amended definition or amendment to defined term
Care Programme Approach	<p>the framework introduced to deliver effective mental healthcare for people with severe mental health problems (as amended, revised, re-issued or replaced from time to time by the Department of Health and Social Care), being the Care Programme Approach referred to in:</p> <p>(i) <i>Department of Health, Effective care co-ordination in mental health services; modernising the Care Programme Approach 1999</i> (a policy booklet), available at: http://webarchive.nationalarchives.gov.uk/20120503230316/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalasset_s/@dh/@en/documents/digitalasset/dh_4057270.pdf;</p> <p>(ii) <i>Reviewing the Care Programme Approach 2006</i> (a consultation document) Care Services Improvement Partnership Department of Health and Social Care, available at: http://webarchive.nationalarchives.gov.uk/+http://www.dh.gov.uk/en/Consultations/Liveconsultations/DH_063354; and</p> <p>(iii) <i>Re-focusing the Care Programme Approach – Policy and Positive Practice Guidance 2008</i>, being the process used to assess the care needs of Service Users based on the Principles of HC 90(23), available at: http://webarchive.nationalarchives.gov.uk/20130105012529/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_083647</p>
Department of Health and Social Care	<p>the Department of Health and Social Care in England of HM Government and its predecessor departments, or such other body superseding or replacing it from time to time and/or the Secretary of State</p>
Direction Letter/Determination	<p>a letter or determination issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967 or Section 25(5) of the Public Service Pensions Act 2013) to the Provider (or any Sub-Contractor, as appropriate), setting out the terms on which the Provider (or any Sub-Contractor, as appropriate) is to be granted access to the NHS Pension Scheme in connection with this Contract (or the relevant Sub-Contract as appropriate)</p>
EPACCS IT System Requirements	<p>guidance on the implementation of Electronic Palliative Care Co-ordination Systems available at https://digital.nhs.uk/binaries/content/assets/website-assets/data-collections/epaccsreq.pdf</p>

Term:	Amended definition or amendment to defined term
EPRR Guidance	<p>the emergency preparedness, resilience and response guidance published by the Department of Health and Social Care and NHS England from time to time, including:</p> <ul style="list-style-type: none"> (i) <i>NHS England Emergency Preparedness, Resilience and Response Framework</i>; (ii) <i>NHS England Core Standards for Emergency Preparedness, Resilience and Response (EPRR)</i>; and (iii) <i>NHS England Business Continuity Management Framework (Service Resilience)</i>, <p>all available at: http://www.england.nhs.uk/ourwork/epr/</p>
Local Authority	<p>a county council in England, a county borough council in England, a district council in England, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly</p>
Making Every Contact Count Guidance	<p>the guidance and tools issued by NHS England, Public Health England and Health Education England, available at: https://www.makeeverycontactcount.co.uk/</p>
NHS Identity Guidelines	<p>NHS Identity policy and guidelines, available at https://www.england.nhs.uk/nhsidentity/, and any other Guidance issued from time to time in relation to the NHS Identity</p>
NHS Security Management Standards	<p>pending the publication of new Guidance and as a guide to good practice only, the standards and guidance on security management previously published by NHS Protect (a division of the NHS Business Services Authority abolished with effect from 1 November 2017), and subsequently such Guidance on security management as may be published by a Regulatory or Supervisory Body</p>
NHS Serious Incident Framework	<p>NHS England's serious incident framework, available at: https://improvement.nhs.uk/resources/serious-incident-framework/</p>
Nominated Individual	<p>the person responsible for supervising the management of the Services, being:</p> <ul style="list-style-type: none"> (i) where the Provider is an individual, that individual; and (ii) where the Provider is not an individual, an individual who is employed (within the meaning of the 2014 Regulations) as a director, manager or the company secretary of the Provider, (and who will, where appropriate, be the nominated individual notified to CQC in accordance with regulation 6 of the 2014 Regulations)
Overseas Visitor Charging Guidance	<p>any guidance issued from time to time by the Secretary of State or by NHS England on the making and recovery of charges under the Overseas Visitor Charging Regulations, including that available at: https://www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations and https://www.england.nhs.uk/publication/improving-systems-for-cost-recovery-for-overseas-visitors/</p>

Term:	Amended definition or amendment to defined term
Overseas Visitor Charging Regulations	the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available at: http://www.legislation.gov.uk/uksi/2015/238/contents/made and http://www.legislation.gov.uk/uksi/2017/756/contents/made
Provider Sustainability Fund	the arrangement described in <i>NHS Operational Planning and Contracting Guidance 2019/20</i> , available at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-
Safeguarding Guidance	<p><i>Care and Support Statutory Guidance issued under the Care Act</i> https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf</p> <p><i>Working Together to Safeguard Children - A guide to inter-agency working to safeguard and promote the welfare of children – statutory guidance</i> https://www.gov.uk/government/publications/working-together-to-safeguard-children--2</p> <p><i>Working Together: transitional guidance Statutory guidance for Local Safeguarding Children Boards, local authorities, safeguarding partners, child death review partners, and the Child Safeguarding Practice Review Panel</i> https://www.gov.uk/government/publications/working-together-to-safeguard-children--2</p> <p><i>Safeguarding Vulnerable People in the NHS – Accountability and Assurance Framework</i> https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-accountability-assurance-framework.pdf</p>
Safeguarding Training Guidance	guidance in relation to safeguarding published by the Department for Education, including <i>Safeguarding children and young people: roles and competences for health care staff</i> , available at: https://www.rcpch.ac.uk/resources/safeguarding-children-young-people-roles-competences-healthcare-staff and <i>Adult Safeguarding: Roles and Competencies for Health Care Staff</i> , available at: https://www.rcn.org.uk/professional-development/publications/pub-007069
Transfer of and Discharge from Care Protocols	the protocols (to include all locally-agreed requirements in respect of information to be provided to the Service User and/or Referrer relating to updates on progress through the care episode, transfer and discharge) set out at Schedule 2J (<i>Transfer of and Discharge from Care Protocols</i>) and which must include content based on the <i>Guide to reducing long hospital stays</i> , available at: https://improvement.nhs.uk/documents/2898/Guide_to_reducing_long_hospital_stays_FINAL_v2.pdf

Appendix 1 Part 3: Deleted Defined Terms

Delete the following defined terms:

LD Guidance

National Guidance on Learning from Deaths

Nationally Contracted Products Programme

NHS Clinical Classifications Service

NHS Information Governance Toolkit

NHS Supply Chain

SCCI

Appendix 2

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.4</i>	<i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test</i>	<i>Operating standard of no more than 1%</i>	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/	<i>Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Monthly</i>	<i>CS D</i>
<i>E.B.S.3</i>	<i>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care</i>	<i>Operating standard of 95%</i>	See MHPC Guidance at: https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/	<i>Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH</i>

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
	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
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 56%	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/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	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 Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.H.2</i>	<i>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</i>	<i>Operating standard of 95%</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>

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

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

Appendix 2

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
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

Bolton Council (1)
NHS Bolton CCG (00T)

AND

Insert Provider Name (2)

AS PROVIDER

LOCAL VARIATION AGREEMENT
2019/20

in relation to the Contract 01st October, 2018

SCHEDULE 2 – THE SERVICES

A. Service Specifications



Joint Specification
for Council - March 20

Please see changes within the service specification highlighted in yellow.

The Joint Service Specification can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>

The Care Count System should be updated on a regularly basis and/or when a vacancy arises basis to ensure that the wider health and social care system and the general public are aware of bed capacity in Bolton. (Applicable to Providers caring predominantly for people aged over 65)

SCHEDULE 2 – THE SERVICES

B. Development Plan for Personalised Care

Local initiatives to support implementation of personalised care

This Schedule 2M sets out specific actions which the Commissioner and Provider will take to give Service Users greater choice and control over the way their care is planned and delivered. This could include taking forward any of the six key aspects of the personalised care model:

1. Shared decision making
2. Personalised care and support planning
3. Enabling choice, including legal rights to choice
4. Social prescribing and community-based support
5. Supported self-management
6. Personal health budgets and integrated personal budgets.

(This is a summary of progress and development plans and will be updated in year and shared)

The vision for Bolton by 2021 is that we adopt a whole system approach to Person Centred Care with a clear focus on co-design and developing services around the needs and strengths of the individual. Bolton partners recognise the crucial role that communities play in health and wellbeing and commit to building resilient, sustainable and equitable models of holistic care close to home for everyone in the Bolton locality

Specific areas of focus include;

1. Shared decision making

This is to be embedded at all points of the patient pathway, and specifically to support treatment decision making.

2. Personalised care and support planning

Conversations should take place between a care professional, and a patient or service user to understand what is important to that individual and what support they need in order to help build their knowledge, skills and confidence to manage their health and wellbeing.

3. Enabling choice, including legal rights to choice

The ability of patients to choose where they have their treatment remains a powerful tool for improving waiting times and patient experiences of care.

New local arrangements must be implemented so that any patient waiting for six months must be contacted by the provider on whose waiting list they appear or by the responsible CCG and given the option of earlier treatment at an alternative provider.

4. Social prescribing and community-based support

Bolton CCG and commissioned providers will commit to supporting and promoting person and community centred care approaches outside of an acute setting, including signposting to community assets and supporting social prescribing.

5. Personal health budgets and integrated personal budgets

Bolton is committed to ensuring high quality sustainable health and social care which recognises the importance of people's individuality and places them at the centre of their care to promote enhanced wellbeing. The CCG will continue to promote integrated and personal health budgets with the aim of improving people's outcomes by giving them more choice and control, and rebalancing decision-making closer to the person.

SCHEDULE 3 – PAYMENT

A. Local Prices

CCG Payment Process:

The mandated method for payment will be via Tradeshift.

Payment terms will be paid within 30 days of invoice.

Details of Bolton CCG's payment process can be found at:

<https://www.bolton.gov.uk/information-social-care-providers/care-home-shared-contracts/1>



NHS Bolton CCG
Payment Process.doc

Providers signed up to the Care Home Excellence programme are eligible to invoice at the rate inclusive of CQUIN. The Commissioner reserves the right to review this in the event that a home does not participate with all the elements of the Care Home Excellence programme including the CQUIN scheme.

Payment

Bolton CCG Fees

Fees	2019/20
General Nursing Payment (inclusive of CQUIN)	£702.65
CQUIN Payment	£15
Dementia High Needs Payment (inclusive of CQUIN)	£739.65

Bolton Council Payment Process:

Provider will be paid by BACS in line with payment schedule issued at the beginning of each financial year. The Provider will not be paid by invoice.

Bolton Council Fees

2019/20	
Standard Residential Payment	£500
Care Home Excellence Payment (for homes participating in the voluntary Care Home Excellence scheme)	£10
Dementia High Needs Payment (for residents assessed as requiring specialist Dementia residential or nursing care in a dedicated Dementia unit)	£57

In calculating the Total Weekly Cost under each ISUPA the following shall be taken into account:

- Bolton Council's Local Prices set out above;
- Any Bolton Council Supplement;
- Any NHS Contribution;
- Any Additional Costs agreed with the Authority prior to the placement commencing.

Some Residents have very specific needs requiring regular additional and exclusive Services. The Provider must demonstrate and agree with the Authority such additional specific regular costs before the commencement of the placement. Such costs will then be reflected in the Bolton Council Supplement.

Bolton Council will set the Local Prices each financial year in accordance with the relevant legislation.

Once the Local Prices for any financial year are confirmed by Bolton Council, then the Provider may, within the following six weeks, make a request to Bolton Council to amend any existing Additional Costs agreements no less than eight weeks prior to the proposed change taking effect. Each request will be considered on a case by case basis. If the Authority agrees to amend the Additional Costs, the change will take effect on a Monday.

Any Additional Costs agreed by the Authority, the Provider and the Third Party will be included in the Total Weekly Cost to ensure that The Authority retains responsibility for payment of the Additional Costs to the Provider.