

NHS Standard Contract 2020/21 (Shorter Form)

**National Variation Agreement for
existing 2016/17, 2017-19
(November 2016 edition), 2017-19
(January 2018 edition), 2017-19
(May 2018 edition) and 2019/20
shorter-form contracts**

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(please do not send national variations to this email
address)

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NHS Bolton CLINICAL COMMISSIONING GROUP (1)

**NHS Bolton CCG (00T)
Bolton Council
NHS Salford CCG (01G)
NHS Bury CCG (00V)
NHS Heywood, Rochdale and Middleton CCG (01D)
NHS Oldham CCG (00Y)
NHS Wigan CCG (02H)
NHS Tameside and Glossop CCG (01Y)**

AND

XXXX

AS PROVIDER

**NATIONAL VARIATION AGREEMENT
2020/21**

**in relation to the Contract 1st 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, 2020 and made between:

- (1) **NHS Bolton CLINICAL COMMISSIONING GROUP** whose principal office is at
NHS Bolton CCG
Bolton Council
1st Floor, Bolton Town Hall
Bolton
BL1 1RU

Bolton Council
1st Floor, Bolton Town Hall
Bolton
BL1 1RU

NHS Bury CCG
21 Silver Street
Bury
BL9 0EN

NHS HMR CCG
PO Box 100
Rochdale
OL16 9NP

NHS Oldham CCG
Ellen House
Waddington Street
Oldham
OL9 6EE

NHS Salford CCG
St James House
7th Floor
Pendleton Way
Salford
M6 5FW

NHS Wigan Borough CCG
Wigan Life Centre
College Avenue
Wigan
WN1 1NJ

(the **Commissioners**)

and

- (2) **XXXX** whose principal and/or registered office address is at **XXXXXXXXXX**
(the **Provider**).

WHEREAS

- A. The Commissioners and the Provider entered into a contract 1st 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 2020/21 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 has the 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 2019/20 Contract, 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract, or the 2016/17 Contract);

2016/17 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 (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 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;

2019/20 Contract means the NHS Standard Contract (Shorter Form) published by NHS England for the years 2019/2020, as subsequently varied in accordance with applicable National Variations;

2020/21 Contract means the NHS Standard Contract (Shorter Form) published by NHS England for the years 2020/21;

GC and **SC** mean respectively any General Condition or Service Condition of the applicable 2019/20 Contract, 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 25 (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 2020/21 Contract is limited in the 2020/21 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 2020.

PARTICULARS

3 SERVICES

3.1 Above the row with the heading "Service Requirements" insert the following rows:

Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	YES

4 GOVERNANCE AND REGULATORY

4.1 Change the title of the role "Provider's Mental Capacity and Deprivation of Liberty Lead" to "Provider's Mental Capacity and Liberty Protection Safeguards Lead".

5 SCHEDULE 2AI (SERVICE SPECIFICATIONS – ENHANCED HEALTH IN CARE HOMES)

5.1 After Schedule 2A (Service Specifications), insert a new Schedule 2Ai (Service Specifications – Enhanced Health in Care Homes) as set out in Appendix 1.

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

6.1 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. Any references to "Applicable Service Category" are to be interpreted as in the 2020/21 Contract.

SERVICE CONDITIONS

7 SC2 (REGULATORY REQUIREMENTS)

7.1 Add new SC2.2 as follows:

2.1 The Provider must comply with all applicable EU Exit Guidance.	All
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8 SC3 (SERVICE STANDARDS)

8.1 Delete the text in SC3.1 and replace with the following:

3.1 The Provider must not breach the thresholds in respect of the Operational Standards, National Quality Requirements and Local Quality Requirements.	All
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8.2 Delete the text in SC3.3 and replace with the following:

3.3 The Provider must continually review and evaluate the Services, must act on Lessons Learned from those reviews and evaluations, from feedback, complaints, audits, Patient Safety Incidents, Never Events, and from the involvement of Service Users, Staff, GPs and the public (including the outcomes of Surveys).	All
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9 SC4 (CO-OPERATION)

9.1 Add new SC4.2 as follows:

4.2 The Provider must, in co-operation with each Primary Care Network and with each other provider of health or social care services listed in Schedule 2Ai (<i>Service Specifications – Enhanced Health in Care Homes</i>), perform the obligations on its part set out or referred to in Schedule 2Ai (<i>Service Specifications – Enhanced Health in Care Homes</i>) and/or Schedule 2G (<i>Other Local Agreements, Policies and Procedures</i>).	Enhanced Health in Care Homes
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10 SC8 (MAKING EVERY CONTACT COUNT AND SELF CARE)

10.1 Delete the following text from the end of SC8.1:

“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.”

11 SC18 (SUSTAINABLE DEVELOPMENT)

11.1 Add new SC18 as follows:

<p>SC18 Sustainable Development</p> <p>18.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment. The Provider must demonstrate to the Co-ordinating Commissioner how it will, by 31 March 2021, contribute towards a “Green NHS” with regard to NHS Long Term Plan commitments by taking specific actions and making appropriate adaptations with the aim of reducing air pollution, mitigating the impact of climate change and severe weather, reducing use of single use plastics and reducing waste and water usage.</p>	All
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19 SC23 (SERVICE USER HEALTH RECORDS)

19.1 In SC23.1, delete the text “Information Governance Alliance Guidance” and replace with “Records Management Code of Practice for Health and Social Care”.

20 SC24 (NHS COUNTER FRAUD AND SECURITY MANAGEMENT)

20.1 In SC24.1.2, after “security management issues” delete “, having regard to NHS Security Management Standards”.

21 SC30 (EMERGENCY PREPAREDNESS, RESILIENCE AND RESPONSE)

21.1 Delete the text in SC 30.3 and replace with the following:

30.3 The Provider must provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and NHS Improvement and/or Public Health England in response to any national, regional or local public health emergency or incident.	All
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22 SC32 (SAFEGUARDING AND MENTAL CAPACITY)

22.1 Change the heading of SC32 from “Safeguarding and Mental Capacity” to “Safeguarding Children and Adults” and all references to SC32 will be changed accordingly.

22.2 In SC32.1, after “protected from abuse,” insert “exploitation, radicalisation, serious violence,”.

22.3 In SC32.2.3, replace “Mental Capacity and Deprivation of Liberty Lead” with “Mental Capacity and Liberty Protection Safeguards Lead”.

22.4 In SC32.3, after “domestic abuse” insert “, radicalisation”.

22.5 In SC32.5, replace “Safeguarding Training Guidance” with “Intercollegiate Guidance on Safeguarding Training”.

23 SC33 (INCIDENTS REQUIRING REPORTING)

23.1 In SC33.2, after “of those Frameworks” insert “(or any successor frameworks as applicable)”.

23.2 Insert new SC33.6 as follows:

33.6 The Provider must have in place arrangements to ensure that it can receive and respond appropriately to National Patient Safety Alerts.	All
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24 SC36 (PAYMENT TERMS)

24.1 Delete the text in SC36.28 and replace with the following:

36.28 If the Provider has agreed with NHS England and NHS Improvement a Financial Improvement Trajectory for the Contract Year 1 April 2020 to 31 March 2021, no repayment will be required to be made, nor any deduction made, in relation to any breach of any threshold which occurs during that Contract Year for which such a Financial Improvement Trajectory has been agreed, in respect of any Operational Standard or National Quality Requirement shown in bold italics in Schedule 4A (<i>Operational Standards and National Quality Requirements</i>).	All
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GENERAL CONDITIONS

18 GC9 (CONTRACT MANAGEMENT)

18.1 Delete the text in GC9.9 and replace with the following:

Financial Improvement Trajectory

9.9 If the Provider has agreed with NHS England and NHS Improvement a Financial Improvement Trajectory for the Contract Year 1 April 2020 to 31 March 2021, no Commissioner may withhold or retain payment under this GC9 (*Contract Management*) or otherwise in relation to any breach of any threshold which occurs during that Contract Year for which such a Financial Improvement Trajectory has been agreed, in respect of any Operational Standard or National Quality Requirement shown in bold italics in Schedule 4A (*Operational Standards and National Quality Requirements*).

19 GC14 (DISPUTE RESOLUTION)

19.1 At GC14.2 delete the word “jointly” and after “NHS Trust” add “or an NHS Foundation Trust”.

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

20.1 Add new GC21.23 as follows:
NHS Data Sharing Principles

21.23 The Provider must have regard to the NHS Data Sharing Principles.

21 GENERAL CONDITIONS: DEFINITIONS AND INTERPRETATION

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

22 COUNTERPARTS

22.1 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

23.1 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

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

25 GOVERNING LAW AND JURISDICTION

25.1 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
For and on behalf of	Title
NHS Bolton CCG & Associates
	Date

SIGNED by
	Signature
Tracy Minshull
Assistant Director of Commissioning	Title
For and on behalf of Bolton
Borough Council	Date

SIGNED by
	Signature
XXXXX
For and on behalf of	Title
XXXXX
	Date

Appendix 1

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model. Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 Enhanced Health in Care Homes Requirements	
1.1 Primary Care Networks and other providers with which the Provider must cooperate.	
XXXXXX PCN acting through lead practice XXXXX	
1.2 Indicative requirements	
By 31 July 2020, agree the care homes for which it has responsibility with the CCG, and have agreed with the PCN and other providers [listed above] a simple plan about how the service will operate.	YES
Work with the PCN and other relevant providers [listed above] to establish, by 30 September 2020, a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Work with the PCN to establish, as soon as is practicable, and by no later than 31 March 2021, protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.	YES
From 30 September 2020, participate in and support ‘home rounds’ as agreed with the PCN as part of an MDT.	YES
<p>Work with the PCN to establish, by 30 September 2020, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes.</p> <p>Through these arrangements, the MDT will:</p> <ul style="list-style-type: none"> • aim for the plan to be developed and agreed with each new resident within seven working days of admission to the home and within seven working days of readmission following a hospital episode (unless there is good reason for a different timescale); 	YES

<ul style="list-style-type: none"> • develop plans with the person and/or their carer; • base plans on the principles and domains of a Comprehensive Geriatric Assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate • draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; • make all reasonable efforts to support delivery of the plan 	
<p>From 30 September 2020, work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.</p>	<p>YES</p>
<p>From 30 September 2020, work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27.</p>	<p>YES</p>

1.3 Specific obligations

As above

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
	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 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 3: Definitions

Part 1: New Defined Terms

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

EU Exit Guidance guidance on preparation for EU exit as may be published by the Government, DHSC or NHS England and NHS Improvement, from time to time

Financial Improvement Trajectory the trajectory for the organisational financial position to be achieved by an NHS Trust or NHS Foundation Trust for each of the financial years 2020/21 to 2023/24, as described in *NHS Operational Planning and Contracting Guidance 2020/21* available at: <https://www.england.nhs.uk/operational-planning-and-contracting/> and as agreed with NHS England and NHS Improvement

Intercollegiate Guidance in Relation to Safeguarding Training intercollegiate guidance in relation to safeguarding training, including

- (i) *Safeguarding children and young people: roles and competences for health care staff*, available at: <https://www.rcn.org.uk/clinical-topics/children-and-young-people/safeguarding-children-and-young-people>
- (ii) *Looked after children: Knowledge, skills and competences of health care staff*, available at: <https://www.rcn.org.uk/clinical-topics/children-and-young-people/looked-after-children>; and
- (iii) *Adult Safeguarding: Roles and Competencies for Health Care Staff*, available at: <https://www.rcn.org.uk/professional-development/publications/pub-007069>

Mental Capacity and Liberty Protection Safeguards Lead the officer of the Provider responsible for advice, support, training and audit to ensure compliance with the 2005 Act, the Deprivation of Liberty Safeguards (and/or, once in effect, the Liberty Protection Safeguards) (where appropriate) and associated codes of practice, identified as such in the Particulars

National Patient Safety Alert a communication on an issue critical to patient safety, issued to relevant providers of NHS-funded healthcare services using the national template and accredited process approved by the National Patient Safety Alerting Committee (as described at: <https://improvement.nhs.uk/resources/national-patient-safety-alerting-committee/>)

NHS Data Sharing Principles the document which sets out guiding principles and a framework to help the NHS realise benefits for patients and the public where the NHS shares data with researchers, published by DHSC at <https://www.gov.uk/government/publications/creating-the-right-framework-to-realise-the-benefits-of-health-data/creating-the-right-framework-to-realise-the-benefits-for-patients-and-the-nhs-where-data-underpins-innovation>

Price a National Price, or a National Price adjusted by a Local Variation or Local Modification, or a Local Price, as appropriate

Primary Care Network or **PCN** a locally-established network of providers of general medical services, as described at: <https://www.england.nhs.uk/gp/gp/v/redesign/primary-care-networks/>

Records Management Code of Practice for Health and Social Care guidance on management and retention of records available at: <https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>

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 and Treatment Review Guidance	the guidance documents for commissioners and providers on Care and Treatment Reviews, and on Care, Education and Treatment Reviews for children and young people, published by NHS England at: https://www.england.nhs.uk/publication/care-and-treatment-reviews-policy-and-guidance/
Commissioner Assignment Methodology Guidance	detailed technical guidance published by NHS England to enable Providers to allocate the correct commissioner code within specified commissioning data sets for the healthcare activities they provide, available at: https://www.england.nhs.uk/data-services/commissioning-flows/
EPRR Guidance	the emergency preparedness, resilience and response guidance published by NHS England and NHS Improvement, including: <ul style="list-style-type: none"> (i) <i>NHS Emergency Preparedness, Resilience and Response Framework</i>; (ii) <i>NHS Core Standards for Emergency Preparedness, Resilience and Response (EPRR)</i>; and (iii) <i>Guidance relating to COVID-19</i> available at: http://www.england.nhs.uk/ourwork/epr/
FFT Guidance	the NHS Friends and Family Test Implementation Guidance available at: https://www.england.nhs.uk/fft/fft-guidance/revised-fft-guidance/
NHS Care Records Guarantee	the publication setting out the rules that govern how patient information is used in the NHS and what control the patient can have over this, available here: https://webarchive.nationalarchives.gov.uk/20130513181153/http://www.nigb.nhs.uk/pubs/nhscrg.pdf
NHS Data Security and Protection Toolkit	an online system 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, available at: https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit
Provider's Premises	land and buildings controlled or used by the Provider for any purpose connected directly or indirectly with the provision of the Services (whether or not set out or identified in a Service Specification and whether or not open to Service Users, Staff, visitors and/or the public), including entrances, waiting areas, retail and catering areas, roads, access ways, paths, car parks and landscaping
Safeguarding Guidance	<ul style="list-style-type: none"> (i) <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 (ii) <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 (iii) <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>

Term:	Amended definition or amendment to defined term
	<p>https://www.gov.uk/government/publications/working-together-to-safeguard-children--2</p> <p>(iv) <i>Safeguarding Children, Young People and Adults at Risk in the NHS: Safeguarding Accountability and Assurance Framework</i></p> <p>https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-children-young-people-adults-at-risk-saaf-1.pdf</p> <p>(v) <i>NICE Quality Standard QS116 Domestic Violence and Abuse</i></p> <p>https://www.nice.org.uk/guidance/qs116</p>
Transfer and Discharge Guidance and Standards	<p>(i) <i>Transition between inpatient hospital settings and community or care home settings for adults with social care needs</i> (NICE guideline NG27) (https://www.nice.org.uk/guidance/ng27)</p> <p>(ii) <i>Transition between inpatient mental health settings and community or care home settings</i> (NICE guideline NG53) (https://www.nice.org.uk/guidance/ng53)</p> <p>(iii) <i>Care and support statutory guidance</i> (https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance)</p> <p>(iv) <i>the Assessment, Discharge and Withdrawal Notices between Hospitals and Social Services Information Standard (SCCI2075)</i></p> <p>(v) <i>the National Framework for Inter-Facility Transfers</i> (https://www.england.nhs.uk/publication/inter-facility-transfers-framework/)</p>

Part 3: Deleted Defined Terms

Delete the following defined terms:

Care Programme Approach

Information Governance Alliance Guidance

Mental Capacity and Deprivation of Liberty Lead

Provider Sustainability Fund

Safeguarding Training Guidance

SDIP

NHS Bolton CLINICAL COMMISSIONING GROUP (1)

**NHS Bolton CCG (00T)
Bolton Council
NHS Salford CCG (01G)
NHS Bury CCG (00V)
NHS Heywood, Rochdale and Middleton CCG (01D)
NHS Oldham CCG (00Y)
NHS Wigan CCG (02H)
NHS Tameside and Glossop CCG (01Y)**

AND

XXXXX (2)

AS PROVIDER

**LOCAL VARIATION AGREEMENT
2020/21**

**in relation to the Contract 1st October 2018
in the form of the Shorter Form
[NHS STANDARD CONTRACT 2017-19 (May
2018 edition)]**

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Under this Agreement, the Provider is required to be registered with the Care Quality Commission (CQC).

Service Conditions



Shorter
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General Conditions



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SCHEDULE 3 – PAYMENT

A. Local Prices

CCG Payment Process:

The mandated method for payment will be via Tradesift.
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

2020/21 Fees inclusive of CQUIN	
Funded Nursing Care	£183.92
Continuing Health Care	£741.01
Dementia High Needs	£779.00

Borough Council of Bolton 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.

Borough Council Fees

2020/21 Inclusive of the Care Home Excellence Payment	
Standard Residential Payment	£520.00
Care Home Excellence Payment (for homes participating in the voluntary care home excellence scheme)	£10.00
Dementia High Needs Payment (for residents assessed as requiring specialist Dementia residential or nursing care (FNC) in a dedicated Dementia unit.	£60.00

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.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Provider
<p>1. Failed Data Return</p>	<p>100% Compliance</p>	<p>Failed return process</p> <p>If the provider fails to submit their contractual return in month then they will have the opportunity to submit retrospective data returns throughout the financial year however failing to submit upon 3rd reminder would lead on to the consequence of breach process.</p>	<p>General Condition 9</p>	<p>Monthly</p>	<p><i>All</i></p>

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

Link below to 2020/21 National CQUIN Schemes:

[CQUIN Guidance](#)

[CQUIN Indicator Specifications](#)

Care Home CQUIN

- Oral health assessments
- Malnutrition screening
- Assessment and documentation of pressure ulcer risk
- Data security protection toolkit compliance, and reported access to NHS mail (also applicable to CCG commissioned domiciliary care providers)


Participation in the Care Home Excellence Scheme

The Requirements and Commitments of the scheme are:

- Sign the Care Home Excellence Commitments
- Submit a monthly and quarterly data return
- Publish an Annual Improvement Account
- Adopt Core Care Home Excellence Initiatives (including Safe and Proactive Discharge)

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Local Requirements Reported Locally	Reporting Period	Format of Report	Timing and Method for delivery of Report	Relevant for Nursing Home Only or for ALL
1) Impact on Financial Sustainability	12 Months	Financial Return  Bolton Council & NHS Bolton CCG Residenti	Monthly	<i>All</i>

