

ASSURANCE FRAMEWORK

SUB-CONTRACTING OF CLINICAL SERVICES UNDER GMS CONTRACTS

Annex A – Assurance Checklist

This checklist sets out a series of matters which could be interrogated as part of a process for assuring a contractor's proposed sub-contract for clinical services.

The checklist is broken down into three parts:

1. **The proposed sub-contracting arrangements** – essential information that will be required to describe and understand the scope and nature of the proposed sub-contracting arrangement.
2. **Steps taken by the contractor to ensure compliance** – the sub-contractor is required to satisfy itself of certain matters, or take reasonable steps to do so. Therefore, the contractor can be expected to explain how it has done so and provide evidence.
3. **Compliance issues** – this is a list of the various obligations which every GMS contract must contain, which could feasibly present a compliance issue when sub-contracting.

Parts 1 and 2 are likely to be essential to undertake basic assurance of the sub-contracting arrangement.

Part 3 is a list of potential obligations to assure. In each case the commissioner should consider which issues need to be interrogated as part of a proportionate assurance exercise and what evidence should be required.

Priority areas for exploration, particularly in the case of a 'novel, contentious or repercussive' proposal (see Step 3 of the guidance), are shaded green in the tables below. However, dependant on the nature of the proposed sub-contract, there may be further areas to be prioritised.

Please note the checklist only covers mandatory terms for GMS contracts (see Step 1 of the guidance).

Part 1 – the proposed sub-contracting arrangements	
The sub-contractor	
Name:	
Company Number (if applicable):	
Address:	
Beneficial ownership of sub-contractor	
Wholly or partly owned by the contractor, or by any former or current employee of, or partner or shareholder in, the contractor?	

Formed by or on behalf of the contractor, or from which the contractor derives or may derive a pecuniary benefit?	
Formed by or on behalf of a former or current employee of, or partner or shareholder in, the contractor, or from which such a person derives or may derive a pecuniary benefit?	
Formed wholly or partly for the purpose of avoiding the restrictions on the sale of goodwill of a medical practice?	
The sub-contract	
Obtain a copy of the sub-contract.	
Does the sub-contract include a prohibition on further sub-contracting by the sub-contractor?	
Does the sub-contract include an obligation to provide sub-contracted services in accordance with terms of head contract?	
Premises to be used by sub-contractor	
Address:	
Contractor's and sub-contractor's interest in premises (e.g. lease/licence)	
CQC registration position	
Are the premises within or outside the contractor's practice area?	
Services to be sub-contracted	
Will the sub-contracted services be delivered wholly or partly via a 'digital-first' service (i.e. care delivery models through which a patient can receive the advice and treatment they need via online symptom checking and remote consultation)?	
Will the sub-contracted services be provided outside of the practice area? If so, what are the arrangements for: <ul style="list-style-type: none"> • Access to national screening programmes that allow patients to access them and any necessary follow up or treatment easily and safely local to their home as needed; • Access to immunisation programmes; • Access to contraceptive services made available to registered patients by the practice and within the pathways local to the patient; • Compliance with local policies and guidelines (see 'Governance' in Part 3). 	

<p>Which essential services will be sub-contracted?</p> <ul style="list-style-type: none"> • Management of registered patients who reside within practice area/outer boundary, including <ul style="list-style-type: none"> o Consultations o Physical examinations o Referral for treatment/further investigation • Management of registered patients who reside outside of the practice area/outer boundary, including: <ul style="list-style-type: none"> o Consultations o Physical examinations o Referral for treatment/further investigation • Management of temporary residents, including: <ul style="list-style-type: none"> o Consultations o Physical examinations o Referral for treatment/further investigation • Attendance at practice premises by patient with an appointment during normal hours • Attendance at practice premises by patient without an appointment during normal hours • Attendance outside practice premises (home visits) • Immediately necessary treatment during core hours to any person: <ul style="list-style-type: none"> o in case of accident or emergency within practice area o whose application for inclusion in patient list has been refused (for 14 days after refusal or until registration elsewhere) o whose application as temporary resident has been refused (for 14 days after refusal) o present in practice area for less than 24 hours (for 24 hours or until leaves practice area) • Immediately necessary treatment during core hours 	
<p>Which additional services will be sub-contracted?</p> <ul style="list-style-type: none"> • Cervical screening services • Contraceptive services • Childhood vaccines and immunisations • Vaccines and immunisations • Child health surveillance services • Maternity medical services • Minor surgery 	
<p>Will out of hours services be sub-contracted?</p> <ul style="list-style-type: none"> • Provision of out of hours services • Monitoring of out of hours services provided to registered patients 	
<p>Issue of medical certificates</p>	
<p>Prescribing of drugs, medicines and appliances</p>	

Provision of drugs, medicines and appliances for immediate treatment/personal administration	
Dispensing of drugs, medicines and appliances other than for immediate treatment/personal administration	
Out of area patients	
Will the sub-contractor be providing services to out of area patients?	
Will restrictions be placed on which out of area patients will be accepted by the practice? (e.g. based on age, condition, location)	
Will restrictions be placed on the care provided to such out of area patients? (e.g. home visits)	
Part 2 – steps taken by the contractor to ensure compliance	
What steps has the contractor taken to satisfy itself that:	
The sub-contractor has in force an indemnity arrangement which provides appropriate cover? Provide evidence.	
The sub-contractor is qualified and competent to provide the services?	
Sub-contracting is reasonable in all the circumstances? In particular: <ul style="list-style-type: none"> • Have any risks to patient safety or NHS finances been identified? • Have any issues in relation to compliance been identified (see Part 3)? • What contingency plans are in place for sub-contractor failure? and if so, how will those risks be appropriately assessed, mitigated and appropriately managed?	
Part 3 – compliance issues to be assured	
Governance (including prescribing)	

<p>Clinical governance:</p> <ul style="list-style-type: none"> • Must have in place an effective system of clinical governance which includes appropriate standard operating procedures in relation to the management and use of controlled drugs; • Must nominate a person who is to have responsibility for ensuring the effective operation of the system of clinical governance. <p>This should include assurance of:</p> <ul style="list-style-type: none"> • The management, governance, clinical leadership structures operating within the practice; • How the contractor's 'nominated person' will be able to obtain appropriate assurance about the clinical governance of sub-contracted services ; • How the contractor assures itself the sub-contractor has sufficient clinical and non-clinical capacity to meet the reasonable needs of patients; • How the contractor assures itself of effective and safe prescribing by the sub-contractor. 	
<p>Where the services are to be provided outside of the practice area, assurance of the following will be particularly important:</p> <ul style="list-style-type: none"> • Safeguarding policies and procedures that align with local CCG and LA policies in areas where patients live (child and adult); • Compliance with local prescribing guidelines and medicines management initiatives and policies; • Co-operation with local services in emergencies, such as meningitis or flu outbreaks' 	
<p>Must ensure each patient is assigned an accountable GP.</p>	
<p>Patient preference of practitioner:</p> <ul style="list-style-type: none"> • Must notify patient of right to express preference and record this in writing. • Must endeavour to comply with reasonable preference, but need not do so if the preferred performer has reasonable ground for refusing to provide services to the patient or does not routinely perform the service within the practice. 	
<p>Patient participation group (PPG):</p> <ul style="list-style-type: none"> • Must establish and maintain PPG; • Must make reasonable efforts to ensure PPG is representative of its registered patients; • Engage with PPG, review feedback, agree improvements and make reasonable efforts to implement improvements. 	
<p>Practice leaflet</p> <ul style="list-style-type: none"> • Make leaflet, and updates, available to patients and prospective patients 	
<p>Complaints:</p> <ul style="list-style-type: none"> • Must establish and operate a complaints procedure 	
<p>Investigations:</p> <ul style="list-style-type: none"> • Must co-operate with investigations 	

<p>Friends and Family test:</p> <ul style="list-style-type: none"> • Must give all patients who use the contractor's practice the opportunity to provide feedback about the service received from the practice through the Friends and Family Test • Must report and publish results 	
<p>Insurance:</p> <ul style="list-style-type: none"> • Must at all times have an indemnity arrangement with appropriate cover • Must at all times have adequate public liability insurance (for liabilities not covered by indemnity arrangement) 	
Maintain register of gifts	
Compliance with legislation and guidance, including CQC registration requirements and information governance in particular.	
<p>Must co-operate with providers and comply in core hours with requests for information. Must take reasonable steps to:</p> <ul style="list-style-type: none"> • ensure patients who contact premises during out of hours are provided with information • review information received from out of hours the same day • deal with information requests by out of hours same or next day • co-operate with out of hours systems and transmission of data 	
Telephone services – no premium numbers.	
Staff	
<p>Qualifications of health care professionals. Conditions for employment and engagement. Verification of qualifications and competence of staff. Staff terms and conditions. GP Specialty Registrars. Relevant prescribers.</p>	
Clinical experience and training of health care professionals	
<p>Training:</p> <ul style="list-style-type: none"> • Must make arrangements for the purpose of maintaining and updating the skills and knowledge of health care professionals. 	
<p>Appraisal and assessment:</p> <ul style="list-style-type: none"> • Must ensure that than any medical practitioner performing services participates in NHS England's appraisal system and co-operates with NHS England in relation to patient safety functions. 	
Premises	

<p>Must ensure premises are suitable for the delivery of services and sufficient to meet the reasonable needs of patients. Should include assurance that the premises are within the control of the contractor or sub-contractor (e.g. provide a copy of lease or licence).</p>	
Storage of vaccines	
Infection control	
Mandatory consultations and screening	
<p>Invitation for newly registered patient to attend face-to-face consultation. Identify patients over age of 16 drinking alcohol at increasing or high risks levels with view to seeking to reduce alcohol-related risks (alcohol dependency screening).</p>	
When requested, offer consultation to patients not seen in three years.	
<p>Must provide consultations to patients aged 75 and over when requested – by home visit if necessary. Must provide health checks within 21 days when requested. (See also accountable GP requirements).</p>	
Records	
<p>Patient records:</p> <ul style="list-style-type: none"> • Authorisation to use computerised records? • Accredited computer system and undertakings • Summary care record • Transmission of records to NHS England / provider inc GP2GP • Storage of records • Patient online services 	
Nominated person – confidentiality	
Collection and return of GP access data	
Clinical reports of treatment of unregistered patients	