

Department of Health and Social Care

Mandate to Manx Care

Service Year 2022-23

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Foreword by the Minister for Health and Social Care

In April 2021, Manx Care officially 'went live' and operational responsibility for the Island's Health and Care services was transferred from the Department of Health and Social Care (DHSC) to the new organisation. Taking on this responsibility in the midst of a global pandemic was always going to present a significant challenge.

The catalyst for this significant organisational change and the improved governance that has resulted was Sir Jonathan Michael's [Independent Review of the Isle of Man Health and Care System](#). This review has helped set out a roadmap for how we can transform our Health and Care services to ensure the delivery of high quality services within a financially sustainable framework.

Whilst the transformation project sits outside the scope of this Mandate, it nevertheless remains an essential part of the necessary work, and an update on progress was recently laid before Tynwald. There remains a firm commitment from the Department, Manx Care and the transformation team in the Cabinet Office to continue to work towards delivering the recommendations of the original review and this update report provides clear guidance on how we can ensure this remains on course.

The purpose of the Mandate given to Manx Care by the DHSC is to set out the operational and financial frameworks Manx Care are expected to operate within, to transparently set out clear expectations for the service and to enable the DHSC to provide effective assurance and governance, ensuring Manx Care are continuing to deliver as expected and that this delivery is in line with the overall strategy set down by the DHSC.

During the year we have seen further development of this Mandate assurance process, a process which I am sure will continue to evolve and develop as we continue to explore the best ways of delivering the improvements in Health and Social Care through this new arms-length model. An integral part of any assurance arrangement is that of independent and impartial inspection and audit and I am exceptionally pleased that the groundwork for the CQC inspection framework is starting to be laid, with initial inspections starting during 2022.

I am pleased to be able to say that Manx Care have embraced these challenges with enthusiasm and the new organisation has made some significant strides in the year covered by the first Mandate. The overall Departmental strategy that drives the Mandate and the new Manx Care model can be summed up in a simple phrase – "the Right Care, at the Right Time, in the Right Place". This means more care delivered at home or in the community, more early intervention, resulting in less need for significant acute medical interventions.

Key to success of this arms-length model is continuing to develop a collaborative and supportive relationship between the DHSC as the strategic driver and regulator, and Manx Care as the service provider and I am pleased to report that even in my short time as Minister has given me confidence that this relationship is working well.

This is only the second Mandate to have ever been prepared and there have been a number of changes when compared to the first Mandate. This is simply because the structure, relationship and needs of the health and care services continue to evolve and I am expecting more changes in the future as these processes become more embedded as business as usual. It is worth noting that the Mandate sets out some big ambitions, some of which may not be fully achievable in a single year, but I firmly believe that we have to be willing to reach out and try, in the knowledge that our aim is to make significant progress, improving services for patients and families as much as we can. One of these ambitions included in this year's Mandate is the development of 18 week 'Referral to Treatment' Targets. Delivering on this will be a multi-year programme which will present a huge challenge to Manx Care, but tackling our waiting times will be a critical measure of success for our newly redesigned Health and Care service.

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An important factor in measuring progress against these ambitions and targets is ensuring we have accurate data and baseline figures, and big strides have been made in this area over the course of the first Mandate. We still have a long way to go but I know everyone involved is firmly committed to this work.

We are all aware of the substantial challenges faced by the Island in the delivery of health and care, the pressures created by our aging demographic, the difficulties faced in staff recruitment and retention and the ever increasing complexity and cost of modern healthcare delivery. To this end, Manx Care have had good successes in delivering on their Cost Improvement Programme, which will be stepped up over the course of the year covered by this second Mandate, meaning that funds can be targeted at where they will be doing the most good.

Unfortunately, despite these successes, we have still seen this significant financial pressure exceed what Manx Care have been able to manage which is why ensuring our baseline figures are accurate and properly reflected in medium and long term financial planning is crucial to successfully delivering.

As part of the ongoing work the Council of Ministers are engaged in developing longer term funding plans for our Health and Care services to help ensure the services are financially sustainable. This Mandate provides an excellent opportunity to restate and underline my commitment to preserve and defend the seven modern day core principles of the National Health Service (NHS) which have been endorsed and affirmed by Tynwald:

- The NHS provides a comprehensive service, available to all;*
- Access to NHS services is based on clinical need, not an individual's ability to pay;*
- The NHS aspires to the highest standards of excellence and professionalism;*
- The NHS aspires to put patients at the heart of everything it does;*
- The NHS works across organisational boundaries and in partnership with other organisations in the interest of patients, local communities and the wider population;*
- The NHS is committed to providing best value for taxpayers' money and the most effective, fair and sustainable use of finite resources; and*
- The NHS is accountable to the public, communities and patients that it serves.*

Finally, I would like to take this opportunity to acknowledge all the exceptional work that has been undertaken over the last year, and that is still going on today, even in the face of the significant additional challenges that COVID has brought. None of the achievements or successes we've seen would have been possible without the dedication and unceasing commitment of people throughout Health and Care services on the Island and to them I would like to extend my heartfelt thanks and the appreciation of a grateful nation.

Lawrie Hooper MHK
Minister for Health and Social Care

Manx Care Mandate

1. Introduction

The Definitions set out at clause 13 of this Mandate apply to the interpretation of this document.

1.1. The Purpose of the Mandate

1.1.1. Section 14 (1) of the Act requires the Department of Health and Social Care (the "Department") to publish and lay before Tynwald a document to be known as the "Mandate". This document is the Mandate for the Service Year 2022-23.

1.1.2. Services required, obligations and limitations of the delivery of the services should be read as those contained within the Mandate to Manx Care for Service Year 2021-22, unless explicitly stated within this document.

1.1.3. Section 17 of the Act permits Manx Care to enter into arrangements with other bodies to provide some or part of the Mandated Services provided that Manx Care is of the view that to do so would facilitate, or be conducive to, Manx Care's performance of their functions under the Act. The Mandate sets out the Departments requirements of Manx Care in terms of monitoring and performance management of any / all Mandated Services which are engaged by Manx Care pursuant to section 17 of the Act.

1.1.4. The Mandate forms part of the quality and service delivery requirements for Manx Care. Manx Care must ensure adherence to other non-specified legal and statutory duties as prescribed with the relevant Isle of Man legislation, regulations, directions orders and codes.

1.1.5. The Department will define in its 'Operational Oversight Framework' the ways in which it expects Manx Care to report on performance, establishing a single point of reference for reporting and assurance.

1.1.6. New services being developed where funding and delivery are assumed, will be incorporated into established reporting and management processes as they become live.

1.2. Department of Health and Social Care

1.2.1. The Department retains responsibility for, and is accountable to Tynwald, for health and social care services for the people of the Isle of Man.

1.2.2. The Department shall strategically commission, through this Mandate, health and social care services from Manx Care and it shall assure Manx Care's performance in delivering such services.

1.3. Effective Date and Duration

1.3.1. This Mandate shall be effective from and including the 1st April 2022 and shall continue until and including the 31st March 2023. This is the second Service Year for the Mandate and recognises the longer-term journey in its content, and the journey already taken by the Partners during service year 2021-22.

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2. Objectives

2.1. Introduction

This clause of the Mandate sets out the Objectives that the Department sets for Manx Care, both as general objectives and as deliverables that Manx Care are to seek to deliver during the Service Year.

In setting these Objectives, the Department asks Manx Care to continue to build on the achievements made against the Objectives for the preceding service year. Strategic objectives for Manx Care and the specific deliverables (where relevant) for 2022-2023 are as follows, but are not exhaustive.

2.2. Objective 1

Lead the Island's response to the COVID-19 pandemic and work in partnership with the Department to ensure the following key action areas are delivered in line with the strategic direction set by the Department:-

- Implementation of a post COVID-19 syndrome ('Long COVID') pathway;
- Continued development and implementation of a sustainable COVID vaccination delivery team that maximises the workforce challenges and maintains resilience, within the funding approved by the Treasury;
- Continuation of the current 111 service (transferred to Manx Care on 1st January 2022), as required by Island's COVID-19 response;
- By April 2023, repurpose of the 111 service referred above, in line with the Urgent and Emergency Care Pathway work stream of the Cabinet Office Transformation programme; and
- Jointly deliver the COVID Pass service in collaboration with the Department and UK DHSC (including NHSX and NHS Digital), to ensure the ongoing sharing of COVID-19 vaccination data, test data and other related COVID pass data within agreed information governance and legal frameworks.

2.3. Objective 2

Demonstrate continuity of care and the experience of service users, patients and carers is effectively captured, matches the agreed standards and that feedback is used to drive continuous improvement and better outcomes for people accessing and using all services. In 2022-2023:-

- Jointly (with the Department and wider government), identify and implement a mechanism to ascertain the numbers of individuals requiring support and identify a strategy for carers, including young carers supported by wider consideration and reform of the social care funding framework that will improve ways in which those fulfilling an unpaid caring role at home are identified and offered support; and
- Ensure that service users in the most vulnerable groups are identified and proactively engaged, given the option to be independently supported through their interactions with Manx Care, including through the process of making a complaint, in line with an existing or new Legislation or Regulations relating to complaints.

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2.4. Objective 3

Demonstrate changes in transforming an integrated health and care service delivery, following international standards for quality and outcomes and those set by the Department. In 2022-23:-

- Jointly (with the Department) transform and deliver reform to enable system patient choice, improved flow and discharge from acute and social care settings;
- Delivery of locality-based, integrated health and wellbeing hubs, delivering as much care as close to home as possible, through strategic health and care alliances within the third and private sector. Use of these networks to support holistic delivery of quality care in the community via tiered pathways, and increased closer working with local communities;
- Implementation of a redesigned end of life pathway in conjunction with Hospice Isle of Man;
- Continued delivery of the pathway transformation programme objectives attributable to Manx Care;
- Design and pilot a Mental Health Recovery College from Summer 2022; and
- Contribute to the development of a Children's Mental Health Strategy, with the aim of reducing admissions through early intervention and timely provision in time of crisis.

2.5. Objective 4

The Department recognises the intention of the Manx Care Governance Development Roadmap to build a solid foundation for quality control, assurance and accountability over the next 12 months. Manx Care will be able to demonstrate, embed and lead an effective and robust corporate, clinical & social care governance structure across all services for the effective management of risk, the ability to provide real time intelligence about performance and promotion of a safe, learning and improvement focused culture. In 2022-23:-

- Review the implementation of clinical and social care governance structures and associated risk management systems as developed in 2021-2022 via the frameworks that Manx Care are developing to determine the efficacy of the new architecture and its fitness for purpose;
- Evaluate the effectiveness of the current arrangements for capturing operational intelligence about organisational performance that reflects the experiences of service users, patients and carers, and which promotes continuous learning and improvement in the delivery of safe care; and

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- The Department recognise the high level content of the Manx Care governance development roadmap to build a solid foundation for quality control, assurance and accountability over the next 12 months, to implement the following goals –
 - An inspection report by the Care Quality Commission (of Secondary Care Services) in 2022 which demonstrates that Manx Care has the fundamentals of quality governance in place and is able to robustly scrutinise and challenge all regulated activity applicable to Manx Care at all levels.
 - Development of a standardised, quality dashboard providing validated information, which can be reliably used for continuous improvement and assurance purposes, with a 13-month time series; The formation of a Governance Support Unit to integrate a corporate approach and in-house governance teams for clinical governance, which work in partnership with Business Intelligence functions; and
 - Roadmaps to be developed for review in Q3 for the longer term plan.

2.6. Objective 5

Further develop plans to transform the urgent and emergency care pathway that will provide alternatives to hospital based care, reducing avoidable attendances at the Emergency Department and reducing Non Elective admissions in 2022-23:-

- A reduction in avoidable and unheralded attendances at Emergency Departments by directing patients to the most appropriate care settings;
- Ensuring there is strengthened pre-hospital clinical decision making and establishing alternative diversionary pathways away from the hospital setting;
- Progressing options which are alternative to a hospital admission such as Same Day Emergency Care, contributing to a decrease in overall average length of inpatient stay; and
- Further review and development of urgent and emergency pathways for Mental Health presentations in:-
 - Adults – establish a baseline and report against best Practice standards, undertaking a gap analysis and development of business case and improvement plans; and
 - Children – implementing the learnings from all Serious Case Reviews and develop a Children’s Clinical Delivery Model.

2.7. Objective 6

In partnership with the Department (who will drive policy reform) and the Transformation programme, demonstrate continued financial balance within the available budget through the delivery of agreed cost and service improvement plans (CIP) and the delivery of the agreed sustainable financial plans. In 2022-23:-

- Continued contribution to the development of a sustainable financial plan for health and care services on the Isle of Man with a focus on identifying the biggest areas of financial risk, determining immediate gaps in resource, and also robust planning of future funding allocation to meet the Department’s long term strategic goals;
- Work with the Department to move towards a multi-year funding model;

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- Total efficiency savings of £4.3m over the service year, including implementation of the policy changes below in conjunction with the Department
 - 'Over the counter medicine' policy changes
 - 'Procedures of limited clinical effectiveness' policy changes
 - Implementation of NICE TA's over a three year period
- The Department and Manx Care will work together to develop and agree a sustainable funding model for individual funding requests (IFR's), including (where possible and practical) IFR's within the maximum affordable budget. High cost requests will be supported by the Department for contingency funding where possible.

2.8. Objective 7

Continue to work at a system level and ensure measurable progress in the reduction of waiting times across all services. In 2022-23:-

- Continued delivery of the approved restoration and recovery plans and additional elective recovery plans to address all backlogs, in order to improve waiting times across services;
- Implementation of a clear and equitable Access Policy and associated reporting mechanism to report on, and make publicly available, 18 week Referral to Treatment (RTT) performance for planned care;
- Be able to publicly report on primary care appointment waiting times, comparable with other Health and Social Care benchmarked systems;
- Development of sustainable networks and strategic alliances with tertiary providers to support provision of high-quality, sustainable delivery models of care for the Island population; and
- Development and implementation of specific tumour site pathways as part of the Transformation programme, improved monitoring and reporting across the Cancer standards and specifically, reporting of the 28 day diagnostic standard.

2.9. Objective 8

Adopt and embed a principle of continuous improvement in design, development and delivery of social care and health care services to ensure high quality measured outcomes are achieved, including, where appropriate, new opportunities to innovate including through the use of new technology. In 2022-23:-

- Development of a three year operational plan, including an outcomes-based approach to the delivery of services, focused on high quality care; and
- Explore digital options for helping patients with long-term conditions to manage their care from home, supported by peer group education programmes, focussed on prevention and early intervention.

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2.10. Objective 9

Demonstrate continuous improvement in workforce engagement, planning and personal and professional development. In 2022-23:-

- Measurable improvements in role-specific training, vacancy reductions across services and reducing churn, particularly in senior positions;
- Develop and publish a communications and engagement plan that includes workforce and organisational culture specific actions;
- A continued reduction in staff sickness levels, measured quarterly; and
- A continued improvement in agreed mandatory training performance measured quarterly.

2.11. Objective 10

Develop and integrate Primary Care at Scale through supporting the transformation programme. In 2022-23:-

- By September 2022, publish a Primary Care Operating Model for population health improvement, including development of wellness centres as an essential part of service delivery within Manx Care; and
- Work with the Primary Care Network to develop an Accountability Model which delivers the transformation programme work stream before April 2023.

2.12. Objective 11

Working with the Public Health, Manx Care and DHSC Strategic Board, deliver an early intervention programme aligned with the Island Plan, ensuring that provision is delivered in the right places to address wider determinants of health in the prioritised areas:-

- Vaccinations and immunisations - Q1
 - Screening - Q1
 - Sexual health integration and sexual assault referral centres – Q2
 - Integrated community based addiction services – Q2
 - Weight and obesity management – Q3
 - Oral health – Q4
- Support the needs of the population by providing data which helps inform needs assessment in line with the public health outcomes framework.

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3. The Mandated Services

Section 1 (b) of Schedule 2 to the Act states that the Mandate must specify "the Services that Manx Care must provide, or secure the provision of, during that financial year and such subsequent financial years as the Department considers appropriate". This clause 3 sets out the Mandated Services which Manx Care is required to provide.

3.1 Mandated Services

3.1.1 Manx Care will be responsible for delivering:

1. Health and social care services for Isle of Man residents (that should continue to become increasingly integrated over time), as listed, but not limited to those set out in section 3.2 of the Mandate for Service Year 2021-22; and
2. Healthcare services for anyone present on the Island in relation to responsibilities under all and any Reciprocal Health Agreement (with any other jurisdictions such as the UK and Guernsey) and emergency treatment for other overseas visitors.

3.1.2 Private Healthcare may be delivered by Manx Care on terms agreed with the Department under Section 18 of the Act.

3.2 Mandated Functions

3.2.1 Section 13 of the Act requires that Manx Care undertakes such functions of the Department (as detailed in section 4 of the Act) as set out in the Mandate.

3.2.2 The Partners acknowledge that (using language consistent with Section 1 of the Manx Care Act) the functions of the Department that form the subject of the Mandate (and therefore, by extension, the Mandated Services) shall include, without limitation, elements of the "Related Legislation" set out at 3.2.5 below.

3.2.3 The Partners further acknowledge that the inclusion of functions of the Department (as set out in the Related Legislation) in the Mandated Services, is limited to the extent that such functions are required in order for Manx Care:

- 3.2.3.1 to fulfill its function in section 13 (2) of the Act to promote in the Island a comprehensive health and social care service ; and / or
- 3.2.3.2 to comply with any regulation, order, direction or code of practice issued under the Act; and / or
- 3.2.3.3 To comply with any order, direction or code of practice issued by an appropriately authorised person.

3.2.4 Manx Care will demonstrate that relevant policy and resulting legislative provisions are being met as they arise.

3.2.5 The following Acts (as may be amended or replaced during the Service Year) comprise the Related Legislation:

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- 3.2.5.1 National Health Services Act 2001
- 3.2.5.2 National Health and Care Services Act 2016 (refers to the "NHS Charter")
- 3.2.5.3 Regulation of Care Act 2013
- 3.2.5.4 Mental Health Act 1998
- 3.2.5.5 Social Services Act 2011
- 3.2.5.6 Children and Young Persons Act 2001
- 3.2.5.7 Statutory Boards Act 1987
- 3.2.5.8 Abortion Reform Act 2019
- 3.2.5.9 Access to Health Records and Reports Act 1993
- 3.2.5.10 Adoption Act 1984
- 3.2.5.11 Cancer Act 1942
- 3.2.5.12 Children and Young Persons Act 1966
- 3.2.5.13 Dental Act 1985
- 3.2.5.14 Child Custody Act 1987
- 3.2.5.15 Civil Partnership Act 2011
- 3.2.5.16 Civil Registration Act 1984
- 3.2.5.17 Criminal Jurisdiction Act 1993
- 3.2.5.18 Custody Act 1995
- 3.2.5.19 Education Act 2001
- 3.2.5.20 Employment Act 2006
- 3.2.5.21 Income Tax Act 1970
- 3.2.5.22 Matrimonial Proceedings Act 2003
- 3.2.5.23 Obscene Publications and Indecent Advertisements Act 1907
- 3.2.5.24 Opticians Act 1996
- 3.2.5.25 Police Powers and Procedures Act 1998
- 3.2.5.26 Public Health (Tobacco) Act 2006
- 3.2.5.27 Road Traffic Regulation Act 1985
- 3.2.5.28 Safeguarding Act 2018
- 3.2.5.29 Sexual Offences Act 1992
- 3.2.5.30 Summary Jurisdiction Act 1989
- 3.2.5.31 Value Added Tax Act 1996

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3.3 Service Delivery and Commissioning

- 3.3.1 Manx Care has autonomy in how it delivers the Mandated Services.
- 3.3.2 Mandated Services fall into one of the following two categories:
 - 3.3.2.1 Directly delivered Manx Care services;
 - 3.3.2.2 Commissioned from providers external to Manx Care, either on and / or off Island
- 3.3.3 Manx Care shall ensure that, where Mandated Services are commissioned from providers external to Manx Care, such commissioning:
 - 3.3.3.1 is delivered in line with all Financial Regulations set out by the Treasury Department;
 - 3.3.3.2 is delivered on Island where appropriate. Where it is necessary to commission Mandated Services off Island, Manx Care must consider patient safety, quality of the service and value for money. Decisions regarding the location of services should support the development of more integrated systems of care; and
 - 3.3.3.3 (for services being commissioned after the date of this Mandate,) shall have a written contract, including a Service Specification, in place with the commissioned service provider, which should include explicit Key Performance and Quality Indicators, as defined by Manx Care and which should be in line with the overall objectives of the Mandate.
- 3.3.4 Manx Care shall report to the Department at least quarterly on the status of their contracts and ability to comply with the requirements at 3.3.3 above.
- 3.3.5 The Partners acknowledge that, where commissioned services are provided outside of the Isle of Man, the providers of those services may be bound by the laws and regulations of their territory, which may be different from, or similar to, those of the Isle of Man. Manx Care must take this into account when assessing the risk profile of any relationship.
- 3.3.6 During the Service Year, the Department and Manx Care will continue to retain grant-based payments whilst a formal funding mechanism for third sector is developed. By the end of the Service Year, Manx Care will need to establish a mechanism for commissioning third sector services.

3.4 Provision of Information

- 3.4.1 At the request of the Department, Manx Care shall provide to the Department, in a timely manner, information (including anonymised data concerning health) reasonably required in relation to any needs assessment or for the Director of Public Health to carry out the functions of the Director of Public Health as relate to the performance of Manx Care's functions under this Mandate, the Act or the Department's functions.
- 3.4.2 Before sharing any information under paragraph 3.5.1, Manx Care must ensure that it is necessary and appropriate to share the information and that there is a lawful basis for doing so either in accordance with section 34 of the Act, or an alternative lawful basis if such sharing does not fall within section 34 of the Act.

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3.4.3 If for any reason Manx Care is unable to comply with a request for information under this paragraph 3.5 it shall provide appropriate justification to the Department in a timely manner.

3.4.4 In this paragraph 3.5:

“data protection legislation” means the Data Protection Act 2018 and all legislation made thereunder including the Data Protection (Application of GDPR) Order 2018, the Data Protection (Application of LED) Order 2018 and the GDPR and LED Implementing Regulations 2018 or any legislation which applies to the processing of personal data in the Isle of Man

“Director of Public Health” means the Director of Public Health appointed under section 1 of the Local Government Act 1985²;

“personal data” has the meaning given to it in Article 4(1) of the Schedule to the Data Protection (Application of GDPR) Order 2018³

3.6 Working with the Public Service

3.6.1 The Partners acknowledge their responsibility to work with the Government Departments in accordance with the agreed Island Plan, including any enduring projects within the Cabinet Office’s Health and Care Transformation Programme and the Programme for Government.

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4 Funding

4.1 Budget for the 2022-23 Service Year

- 4.1.1 The revenue budget allocated to Manx Care for the service year is £282,566,865.
- 4.1.2 Manx Care does not hold a capital budget but will manage the capital programme assigned to the Department on its behalf.

4.2 Method

- 4.2.1 The 2022-23 revenue budget for Manx Care is based on the overall 2021-22 Department budget and adjustments agreed between the Partners and takes into account any significant bids notified by Manx Care to the Department for future delivery of service provision.

4.3 Budget Allocation

- 4.3.1 For the avoidance of doubt, Manx Care is responsible for allocating its revenue budget in order to ensure the efficient provision of the Mandated Services in accordance with the agreed specifications.

4.4 Efficiencies and Cost Savings

- 4.4.1 As set out in the Act (Section 20), Manx Care must exercise its functions effectively, efficiently and economically.
- 4.4.2 Manx Care shall implement efficiency and cost saving measures as detailed in Objective 6 and totaling £4.3m, which is made up of a base 1% target, and monies offered up by Manx Care as part of a separately agreed Growth Business Case. This amount is already built into the allocated revenue budget for the Service Year.
- 4.4.3 The Department intends to continue to deliver, and require Manx Care to deliver, a long-term efficiency profile. These efficiency targets will be reviewed at regular intervals as more information becomes available.

4.5 Financial Regulations

- 4.5.1 Manx Care is required to follow all Financial Regulations issued by the Treasury.

5 Service Levels and Quality Standards

5.1 Background

- 5.1.1 Schedule 2 of the Act requires at paragraph 1(e) that “the Mandate must specify [...] service levels and quality standards which Manx Care must comply with in the exercise of its functions under this Act”. This section of the Mandate addresses that requirement.
- 5.1.2 Service Levels will be continually reviewed but those identified are the minimum required and are detailed in the suite of Service Descriptions to be agreed between the Department and Manx Care (“the Minimum Service Requirements”) and regularly reviewed.

5.2 Primary Care Services

- 5.2.1 Primary Care providers will meet the service levels applicable within their agreed contracts.

5.3 Other Considerations

- 5.3.1 Service levels will be aligned and commissioned to the identified need of current and future Service Users and will flex appropriately to a developing health economy. The full identification of need will necessarily require Manx Care to consult with current and potential future Service Users as a means of identifying appropriate pathways and benefits from services.
- 5.3.2 The principle is that Service Users are fully engaged in, and at the heart of, all aspects of planning and delivery of health and social care services.
- 5.3.3 Public Health will also be consulted by Manx Care in respect of work to prevent the rise of future comorbidities in the population.
- 5.3.4 Accredited professional and quality standards relevant to each and all services will be measured consistently and reported regularly against the Service Descriptions to be agreed and in accordance with the requirements of section 7 of this Mandate.
- 5.3.5 Service levels as detailed in the Service Descriptions will contain quality standards that enable clinical outcomes and matters of safety and professional practice to be measured in a consistent and coherent manner with the Service User experience as the central consideration.
- 5.3.6 A DHSC Oversight Framework will set out agreed baselines and projected service levels, quality standards, predicted outcomes and benefits for Service Users, and the methodologies for performance measurement and reporting. This will be the mechanism used during the Service Year to jointly assess performance and exceptions.

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5.4 Support for Wider Government Initiatives

- 5.4.1 In protecting the Island's resources more widely, the Department and Manx care will work in allegiance to support the statutory Climate Change Plan 2022-2027, focussing on making improvements in the areas of estates consumption of electricity, energy use in all buildings, waste management and reduction of use of natural carbon.

6 Shared Services

6.1 Mandated Shared Services

- 6.1.1 Manx Care may use the following Isle of Man Government Shared Services to support its delivery of health and care services on the Island:

6.1.1.1 Treasury:

- Internal Audit Services
- Finance Shared Services
- Finance Advisory

6.1.1.2 Cabinet Office:

6.1.1.3 Office of Human Resources:

- Job Evaluation, Rewards & Metrics Services
- Payroll, Recruitment Administration & Employment Administration Services
- Business Partner Team, Absence Administration & Industrial Relations Services
- Learning, Education & Development Services
- Health, Safety & Welfare Services

6.1.1.4 Government Technology Services:

- Digital Services & Infrastructure

6.1.1.5 Corporate Communications:

- Corporate Communications Services

6.1.1.6 Business Change:

- Business Change Services

6.1.1.7 Department of Infrastructure:

- Estates Services
- Transport Services

6.1.1.8 Attorney General's Chambers:

- Legal Services
- Procurement Services

- 6.1.2 Manx Care will have in place "Shared Service Agreements" to govern the relationship between Manx Care and each Shared Service Provider, which will include reasonable key performance indicators.

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- 6.1.3 Manx Care and the Shared Service provider may agree updates or amendments of a Shared Service Agreement.

6.2 Performance of Shared Services

- 6.2.1 Where a Shared Service provider is failing to provide the Shared Service (in accordance with the Shared Service Agreement where one exists), and such failure can be demonstrated to be impacting on Manx Care's ability to provide the Services and / or meet any performance metrics, service levels and / or quality standards (as set-out in section 5 - Service Levels and Quality Standards), Manx Care must immediately notify the Department.
- 6.2.2 Such notification by Manx Care should set out:
- 6.2.2.1 the nature of the failure of the Shared Service;
 - 6.2.2.2 how it is impacting on Manx Care's ability to provide the Service(s);
 - 6.2.2.3 where applicable, how it is impacting on Manx Care's delivery against performance metric(s), service level(s) and / or quality standard(s);
 - 6.2.2.4 a plan to rectify the failing of the Shared Service provider (which may include seeking a replacement provider); and
 - 6.2.2.5 considerations for the Department on how it might provide support to Manx Care.
- 6.2.3 The Department will consider the notification of the failure of the Shared Service provider and work with Manx Care to resolve the matter. The Department will consider the representations of the relevant Shared Service provider in respect of any such notification.
- 6.2.4 Where the Department is notified by the Shared Service Provider of a failure by Manx Care to fulfil its duties or obligations under a Shared Service agreement it will consider such representations and work with the Shared Service provider and Manx Care to resolve the matter.
- 6.2.5 Manx Care should continue to provide the Service(s) under the terms of the Mandate including utilising best endeavours in respect of the failing Shared Service(s) until such time as the Department advises otherwise.
- 6.2.6 The Department recognises that, as part of the resolution of the matter, Manx Care may need to seek alternative provision for an equivalent Shared Service where the Shared Service provider is materially failing to deliver the Shared Service (in accordance with the Shared Service Agreement where one exists). Any such alternative arrangements will require Council of Ministers approval, which the Department will work with Manx Care to obtain, as appropriate.
- ### **6.3 Other Services**
- 6.3.1 Manx Care will use its reasonable endeavours to enter into agreements which promote and deliver the fundamental training for health and care professionals on the Isle of Man, through 'Grow our Own' schemes.

Manx Care Mandate

7 Information Governance

- 7.1** Manx Care must ensure that the processing of personal data and Special categories of personal data adheres to the obligations as prescribed within the Data Protection Legislation and all relevant Isle of Man legislation, regulations, directions orders and codes.
- 7.1 Manx Care must report monthly to the Department, through the Oversight Framework, personal data breaches which have occurred during the preceding month, including:-
 - 7.2.1 Date and Nature of Incidents (anonymised);
 - 7.2.2 Numbers of Data Subjects affected;
 - 7.2.3 Method of informing Data Subjects of the breach; and
 - 7.2.4 Lessons learned and applied.
- 7.2 Manx Care must also include the aggregated information regarding data breaches in its' Annual Report.
- 7.3 Manx Care is obligated to exercise its duties regarding Facilitation of Rights and Rights of Access under Article 12 of the applied General Data Protection Regulations. As such, Manx Care will report to the Department monthly, through the Oversight Framework, how it has exercised these duties, including:-
 - 7.3.1 Total numbers of Right of Access requests per Care Group;
 - 7.3.2 Total number disclosed within the statutory prescribed deadline; and
 - 7.3.3 Total number not disclosed without undue delay and the reason.
- 7.4 Manx Care must also include the aggregated information regarding Right of Access in its' Annual Report.
- 7.5 Manx Care must inform the Department immediately where any sanction or penalty is enforced by the Office of the Information Commissioner, via the Department's Senior Information Risk Officer. Such notification will include actions required to be taken, and / or implemented by Manx Care to ensure compliance to the issues raised within the Warning, Reprimand or Enforcement Notice to ensure compliance to the Data Protection Legislation.

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8 Dispute Resolution

8.1 Introduction

8.1.1 This section sets out the procedure to be followed to progress any Dispute arising between Manx Care and the Department.

8.2 Dispute Notices

8.2.1 If a Dispute arises then:

- a. the Department representative and Manx Care representative shall attempt in good faith to resolve the Dispute; and
- b. if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Partner may issue to the other a Dispute Notice.

8.2.2 If a Dispute arises then the Partners shall continue to comply with their respective obligations under the Mandate regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice unless agreed otherwise in writing.

8.2.3 A Dispute Notice shall set out:

- a. the material particulars of the Dispute; and
- b. if the Partner serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Process, the reason why.

8.2.4 Following the issue of a Dispute Notice the Partners shall seek to resolve the Dispute:

- a. first by Partner Negotiations (in accordance with 8.4);
- b. then, if either Partner serves a valid Escalation Notice, by the Escalation Procedure (in accordance with 8.5).

8.3 Expedited Disputes Process

8.3.1 Where the use of the timescales set out elsewhere in this Schedule would be unreasonable, including (by way of example) where one Partner would be materially disadvantaged by a delay in resolving the Dispute, the Partners may agree to use the Expedited Dispute Process. If the Partners are unable to reach agreement on whether to use the Expedited Dispute Process within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Process shall be at the sole discretion of the Department.

8.3.2 If the Expedited Dispute Process is to be used pursuant to the provisions of 8.3.1 then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

- a. in 8.4.2 (b), 10 Working Days.

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8.3.3 Where the Expedited Dispute Process is in use and at any time it becomes clear that an applicable deadline cannot be met or has not been met, the Partners may (but shall be under no obligation to) agree in writing to extend the deadline. If the Partners fail to agree within 2 Working Days after the deadline has passed, the Department may set a revised deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Department fails to set such a revised deadline then the use of the Expedited Dispute Process shall cease, and the normal time periods shall apply from that point onwards.

8.4 Partner Negotiations

8.4.1 Following the issue of a valid Dispute Notice the Department and Manx Care shall make reasonable endeavours to resolve the Dispute as soon as possible by negotiation between the Department's Representative and Manx Care's Representative.

8.4.2 If;

- a. either Partner is of the reasonable opinion that the resolution of a Dispute by negotiation will not result in agreement; or
- b. the Partners have not settled the Dispute in accordance with 8.4.1 within 30 Working Days of service of the Dispute Notice,
- c. either Partner may serve a written notice (an "Escalation Notice") to invoke the Escalation Procedure in accordance with 8.5.

8.5 Escalation Procedure

8.5.1 If an Escalation Notice is served, the Dispute is referred to the Partnership Board for determination.

8.5.2 Where the Partnership Board is unable to settle the Dispute, or where one or other Partner disagrees with a determination by the Partnership Board, the matter shall be referred to the Council of Ministers for determination. The dispute resolution process shall be incorporated into the Partnership Board's terms of reference.

8.5.3 Where a Dispute is referred to the Council of Ministers it must make a determination which shall be the final determination and will be binding on the Partners with no further escalation available to either Party.

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9 Charges to Service Users

9.1 Introduction

- 9.1.1 The following regulations set out the charges that should be applied by Manx Care to Service Users, as amended from time to time, and such amendments may occur during the Service Year.

9.2 Prescriptions

- 9.2.1 The National Health Service (Charges for Drugs & Appliances) Regulations 2004 sets out how and under what circumstances Service Users may be charged for drugs and appliances prescribed by an appropriately qualified prescriber, and which includes the values of such charges.

9.3 Dental Services

- 9.3.1 The National Health Service (Dental Charges) Regulations 2015 sets out how and under what circumstances Service Users may be charged for dental services provided by a registered dental practice, and which includes the values of such charges.

9.4 Social Care Services

- 9.4.1 The Adult Social Care Services (Charges) Regulations 2020 sets out how and under what circumstances Service Users may be charged for relevant social care services, and which includes the values of such charges.

9.5 Ophthalmic Optician Services

- 9.5.1 The National Health Service (Optical Payments) Regulations 2004 sets out how and under what circumstances Service Users may be entitled to a voucher or vouchers to cover some or all of the charges in respect of ophthalmic optician services.

9.6 Overseas Travellers

- 9.6.1 The National Health Service (Overseas Visitors) Regulations 2011 sets out how and under what circumstances overseas visitors may be charged for relevant services.
- 9.6.2 Exemptions to charges may be made where there is a Reciprocal Health Agreement in place with a specific jurisdiction.

10 Inspections

10.1 Schedule of Inspections for the Service Year

10.1.1 External and Department inspections of the following Mandated Services will commence during the first quarter 2022-23 financial year:-

Adult Social Services

Older People

Learning Disability Services

Social Work and Support Services

Hospital, Mental Health and Communities

Community Services

Community Adult Nursing

Community Children and Families

Community Allied Health Professionals Services

Children and Families Services

Adult Social Care

Mental Health Services

Screening Services

Sexual Health Services

Unscheduled Care

Scheduled care

Women's & Children's Integrated Services

Diagnostics & Therapies

Patient safety & Quality

Primary Care

General Practice

Dental Services

Pharmacy Services

Ophthalmic Services

Patient Safety & Quality

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- 10.1.2 Para 10.1.1 above lists those Mandated Services that will be inspected by the Care Quality Commission (CQC). Detailed arrangements are subject to an SLA contractual agreement between the Department and CQC.
- 10.1.3 Other inspectors may be appointed by the Department to inspect Mandated Services that are outside of the CQC's remit, i.e. Mandated Services that are excluded from the list at para 10.1.1 and negotiations are advancing regarding RQIA to inspect some of these services.

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11 Complaints

11.1 Manx Care Complaints Procedure

- 11.1.1. Manx Care must have in place and follow appropriate arrangements for dealing with concerns and complaints and a complaints procedure that, as a minimum, meets the requirements of the Act, any other applicable Act and applicable regulations.
- 11.1.2. Manx Care must continue to operate an advice and liaison service to offer guidance and support to people who are dissatisfied with the service received from Manx Care.
- 11.1.3. Manx Care's complaints arrangements and procedure must include appropriate reporting arrangements to inform the Department about the operation of the complaints arrangements and procedure; for example, the number of complaints received, their subject matter, how and when they are resolved and what learning has taken place.
- 11.1.4. Manx Care must give effective publicity to its complaints arrangements and procedures and take reasonable steps to inform the public of those arrangements, including the name and contact details of their complaints manager.
- 11.1.5. At the request of the Department, Manx Care shall provide its current complaints procedure and reasonable evidence of its operation to the Department.
- 11.1.6. The Department and Manx Care shall work together in good faith to agree any reasonable changes to Manx Care's complaints arrangements and procedure identified by the Department or the Health and Social Services Independent Review Body from time to time (provided always that such changes comply with the requirements of the Act, any other applicable Act and applicable regulations).
- 11.1.7. If a complaint is received by Manx Care which refers to loss of life, including suicide, avoidable injury or serious harm received as a result of services provided by Manx Care or its commissioned providers, it must be notified to the Department immediately.
- 11.1.8. Manx Care will be required to act under the instruction of the Department in relation to functions delegated or contracted to other bodies providing statutory and scrutiny functions on behalf of the Department.

11.2. Third Party Complaints Procedures

- 11.2.1. Manx Care must ensure that the providers of externally commissioned services and organisations providing services on its behalf operate complaints arrangements and procedures that meet the requirements of the Act, any other applicable Act and applicable regulations.
- 11.2.2. Manx Care must ensure that it receives appropriate reporting from providers of externally commissioned services and organisations providing services on its behalf so that it can comply with its reporting requirements under the Act, any other applicable Act and applicable regulations.

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12 Failure to Comply with all or any of the Terms

- 12.1.1. Where Manx Care fails to comply with any or all of the terms of this Mandate, the Department will consider applying the procedure set out in Section 30 of the Act.

Manx Care Mandate

13 Definition of Terms

The following terms (when capitalised) shall be deemed to have the meanings shown when used in the Mandate and other forms of the same words (such as plurals) shall be interpreted accordingly.

Term	Meaning
Act	Means the Manx Care Act 2021
Department	means the Department of Health and Social Care.
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with the Mandate, including any dispute, difference or question of interpretation relating to the Mandated Services, failure to agree in accordance with any change process or any matter where the Mandate directs the Partners to resolve an issue by reference to the Dispute Procedure.
Dispute Notice	means a written notice served by one Partner on the other stating that the Partner serving the notice believes that there is a Dispute.
Dispute Resolution Procedure	means the process and procedures set out in section 8.
Expedited Dispute Process	means the expedited process for the resolution of Disputes set out in section 8.3.
Government	Means the Departments Boards and Offices which form the Isle of Man Government
Mandate	means this document, the Mandate for Manx Care set by the Department as required by the Manx Care Act and as amended in accordance with the Act.
Mandated Service	means a service that Manx Care is required to provide by the Mandate.
Manx Care	means the organisation providing health and care services as contemplated by the Manx Care Act.
Outcome	means a benefit that is expected once changes have been made to a Mandated Service such as an improvement in service quality or Service User experience, or a reduction in cost.
Outcome Framework	means a set of indicators agreed by the Department and Manx Care to monitor the health and social care Outcomes of Service Users.
Partner	means either the Department or Manx Care as the context dictates.
Partners	means the Department and Manx Care together.

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Term	Meaning
Performance Report	means a product of Performance Reporting, in an agreed form, delivered by an agreed mechanism, to an agreed recipient or recipients in accordance with an agreed schedule.
Performance Reporting	means the efficient capture, analysis and reporting of data and information that is sufficient to support the comprehensive assessment of Manx Care's performance in delivering the Mandated Services.
Personal Data Breach	means a security incident that has affected the confidentiality, integrity or availability of personal data
Primary Care	is the first point of contact for health care for most people. It is mainly provided by GPs (general practitioners), but community pharmacists, opticians and dentists are also primary health care providers.
Primary Care at Scale	Collaboration across Manx Care and contracted Primary Care partner organisations to deliver an enhanced Primary Care service and to drive through quality and consistency of care.
Relevant Person	means the Department, Manx Care and, where appropriate, a person with whom Manx Care has entered into an agreement under section 17 (of the Act).
Service Level	means a defined and agreed metric against which a service is measured by Manx Care and, where required, reported to the Department by Manx Care, including, for the purposes of the Mandate, an Outcome Framework.
Service User	means an individual to whom, or in relation to whom, a health service or social care service is provided.
Service Year	means the period which ordinarily starts on the 1 st April and ends on 31 st March in each year that Mandated Services are provided.
Shared Service	means a service that is provided centrally, and which is available to be consumed by government organisations, departments and more broadly, across the Isle of Man Government.