

**NHS Standard Contract**

**2014/15**

**Particulars**

**NHS Standard Contract**

**2014/15**

*Particulars*

**First published: December 2013**

**Gateway No: 00821**

|  |  |
| --- | --- |
| Contract Reference |  |

|  |  |
| --- | --- |
| **DATE OF CONTRACT** |  |
| **SERVICE COMMENCEMENT DATE** |  |
| **CONTRACT TERM** | **[ ] Years/Months****[Subject to extension in accordance with Schedule 1 Part C]** |
| **COMMISSIONERS**  | **[ ] CCG (ODS [ ])****[ ] CCG (ODS [ ])****[ ] CCG (ODS [ ])****[NHS England]****[Local Authority]** |
| **CO-ORDINATING Commissioner**  | **[ ]**  |
| **PROVIDER** | **[ ] (ODS [ ])****Principal and/or registered office address:** **[ ]** **[Company number: [ ] ]** |

**CONTENTS**

**PARTICULARS**

[CONTRACT](#_Toc343591369)

[SERVICE COMMENCEMENT](#_Toc343591371) AND CONTRACT TERM

[SERVICES](#_Toc343591372)

[PAYMENT](#_Toc343591373)

[QUALITY](#_Toc343591374)

[GOVERNANCE](#_Toc343591375)

[REGULATORY](#_Toc343591376)

[CONTRACT MANAGEMENT](#_Toc343591377)

PENSIONS

[SCHEDULE 1 – SERVICE COMMENCEMENT](#_Toc343591378) AND CONTRACT TERM

1. [Conditions Precedent](#_Toc343591379)

[B. Commissioner Documents](#_Toc343591380)

 C. Extension of Contract Term

[SCHEDULE 2 – THE SERVICES](#_Toc343591381)

1. [Service Specifications](#_Toc343591382)
2. [Indicative Activity Plan](#_Toc343591383)
3. [Activity Planning Assumptions](#_Toc343591384)
4. [Essential Services](#_Toc343591385)
5. [Essential Services Continuity Plan](#_Toc343591386)
6. [Clinical Networks](#_Toc343591387)
7. [Other Local Agreements, Policies and Procedures](#_Toc343591388)
8. [Transition Arrangements](#_Toc343591389)
9. [Exit Arrangements](#_Toc343591390)
10. [Social Care Provisions](#_Toc343591391)
11. [Transfer of and Discharge from Care Protocols](#_Toc343591392)
12. [Safeguarding Policies](#_Toc343591393)

[SCHEDULE 3 – PAYMENT](#_Toc343591394)

1. Local Prices
2. Local Variations

C Local Modifications

D. Marginal Rate Emergency Rule: Agreed Baseline Value

E. Emergency Re-admissions Within 30 Days: Agreed Threshold

F. Expected Annual Contract Values

G Notices to Aggregate/Disaggregate Payments

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

 [SCHEDULE 4 – QUALITY REQUIREMENTS](#_Toc343591399)

1. [Operational](#_Toc343591400) Standards
2. [National Quality Requirements](#_Toc343591401)
3. [Local](#_Toc343591402) Quality Requirements
4. [Never Events](#_Toc343591403)
5. [Commissioning for Quality and Innovation (CQUIN)](#_Toc343591404)
6. [Local Incentive Scheme](#_Toc343591405)
7. [Clostridium difficile](#_Toc343591407)

 H. Sanction Variations

 I. CQUIN Variations

[SCHEDULE 5 - GOVERNANCE](#_Toc343591408)

[A. Documents Relied On](#_Toc343591409)

[B1. Provider’s Mandatory Material Sub-Contractors](#_Toc343591410)

[B2. Provider’s Permitted Material Sub-Contractors](#_Toc343591411)

1. [IPR](#_Toc343591412)
2. [Commissioner Roles and Responsibilities](#_Toc343591413)
3. [Partnership Agreements](#_Toc343591414)

[SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS](#_Toc343591415)

1. [Recorded Variations](#_Toc343591416)
2. [Reporting Requirements](#_Toc343591418)
3. [Data Quality Improvement Plan](#_Toc343591419)
4. [Incidents Requiring Reporting Procedure](#_Toc343591420)
5. [Service Development and Improvement Plan](#_Toc343591421)
6. [Survey](#_Toc343591422)s

[SCHEDULE 7 – PENSIONS](#_Toc343591415)

**SERVICE CONDITIONS**

SC1 Compliance with the Law and the NHS Constitution

SC2 Regulatory Requirements

SC3 Service Standards

SC4 Co-operation

SC5 Commissioner Requested Services/Essential Services

SC6 Service User Booking and Choice and Referrals

SC7 Withholding and/or Discontinuation of Service

SC8 Unmet Needs

SC9 Consent

SC10 Personalised Care Planning and Shared Decision Making

SC11 Transfer of and Discharge from Care

SC12 Service User Involvement

SC13 Equity of Access, Equality and Non-Discrimination

SC14 Pastoral, Spiritual and Cultural Care

SC15 Services Environment and Equipment

SC16 Places of Safety

SC17 Complaints

SC18 Service Development and Improvement Plan

SC19 HCAI Reduction Plan

SC20 Venous Thromboembolism

SC21 Not used

SC22 Not used

SC23 Service User Health Records

SC24 NHS Counter-Fraud and Security Management

SC25 Procedures and Protocols

SC26 Clinical Networks, National Audit Programmes and Approved Research Studies

SC27 Formulary

SC28 Information Requirements

SC29 Managing Activity and Referrals

SC30 Emergency Preparedness and Resilience Including Major Incidents

SC31 Force Majeure: Service-specific provisions

SC32 Safeguarding

SC33 Incidents Requiring Reporting

SC34 Death of a Service User

SC35 Duty of Candour

SC36 Payment Terms

SC37 Local Quality Requirements and Quality Incentive Schemes

SC38 Commissioning for Quality and Innovation (CQUIN)

**GENERAL CONDITIONS**

GC1Definitions and Interpretation

GC2 Effective Date and Duration

GC3Service Commencement

GC4 Transition Period

GC5 Staff

GC6 Not used

GC7 Partnership Arrangements

GC8 Review

GC9 Contract Management

GC10 Co-ordinating Commissioner and Representatives

GC11 Liability and Indemnity

GC12 Assignment and Sub-Contracting

GC13 Variations

GC14 Dispute Resolution

GC15 Governance, Transaction Records and Audit

GC16 Suspension

GC17 Termination

GC18 Consequence of Expiry or Termination

GC19 Provisions Surviving Termination

GC20 Confidential Information of the Parties

GC21 Data Protection, Freedom of Information and Transparency

GC22 Intellectual Property

GC23 NHS Branding, Marketing and Promotion

GC24 Change in Control

GC25 Warranties

GC26 Prohibited Acts

GC27 Conflicts of Interest

GC28 Force Majeure

GC29 Third Party Rights

GC30 Entire Contract

GC31 Severability

GC32 Waiver

GC33 Remedies

GC34 Exclusion of Partnership

GC35 Non-Solicitation

GC36 Notices

GC37 Costs and Expenses

GC38 Counterparts

GC39 Governing Law and Jurisdiction

**CONTRACT**

This Contract records the agreement between the Commissioners and the Provider and comprises

1. the **Particulars**;
2. the **Service** **Conditions**;
3. the **General Conditions**,

as completed and agreed by the Parties and as varied from time to time in accordance with General Condition 13 (*Variations*).

**IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below**

|  |  |
| --- | --- |
| **SIGNED by**  | ……………………………………………………….Signature |
| **[INSERT AUTHORISED** **SIGNATORY’S****NAME] for****and on behalf of** **[INSERT COMMISSIONER NAME]** | ……………………………………………………….Title……………………………………………………….Date |
| **[INSERT AS ABOVE FOR** **EACH COMMISSIONER]** |  |
| **SIGNED by**  | ……………………………………………………….Signature |
| **[INSERT AUTHORISED** **SIGNATORY’S****NAME] for****and on behalf of** **[INSERT PROVIDER NAME]** | ……………………………………………………….Title……………………………………………………….Date |

|  |  |
| --- | --- |
| **SERVICE COMMENCEMENT AND CONTRACT TERM** |  |
| **Effective Date** |  |
| **Expected Service Commencement Date** |  |
| **Longstop Date** |  |
| **Commissioner Documents** | **Set out in Schedule 1 Part B** or **None** |
| **Service Commencement Date** |  |
| **Contract Term** | **[ ] Years/Months****[Subject to extension in accordance with Schedule 1 Part C]** |
| **Option to extend Contract Term** | **YES/NO****By [ ] months/years** |
| **Expiry Date** | **[ ]****[Subject to extension in accordance with Schedule 1 Part C]** |

|  |  |
| --- | --- |
| **SERVICES** |  |
| **Service Categories**  | **Tick all that apply** |
| **Accident and Emergency (A+E)** |  |
| **Acute Services (A)** |  |
| **Ambulance Services (AM)** |  |
| **Cancer Services (CR)** |  |
| **Care Home Services (CH)** |  |
| **Community Pharmaceutical Services (Ph)** |  |
| **Community Services (CS)** |  |
| **Diagnostic, Screening and/or Pathology Services (D)** |  |
| **Hospice Services (H)** |  |
| **Mental Health and Learning Disability Services (MH)** |  |
| **Mental Health Secure Services (MHSS)** |  |
| **Patient Transport Services (PT)** |  |
| **Radiotherapy Services (R)** |  |
| **Substance Misuse Services (SM)** |  |
| **Surgical Services in a Community Setting (S)** |  |
| **Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)** |  |
| **Service Requirements** |  |
| **Service Specifications** | **Set out in Schedule 2 Part A** |
| **Indicative Activity Plan** | **Set out in Schedule 2 Part B** or **Not applicable** |
| **Activity Planning Assumptions** | **Set out in Schedule 2 Part C** or **Not applicable** |
| **Essential Services (NHS Trusts only)** | **Set out in Schedule 2 Part D** or **Not applicable**  |
| **Services to which 18 Weeks applies** | **YES/NO** |

|  |  |
| --- | --- |
| **PAYMENT** |  |
| **National Prices** | **YES [List Services, by Specification No. if desired]** or**Not applicable** |
| **Local Prices** | **Set out in Schedule 3 Part A** or **Not applicable** |
| **Local Variations** | **Set out in Schedule 3 Part B** or**Not applicable** |
| **Local Modifications** | **Set out in Schedule 3 Part C****Or****Not applicable** |
| **Small Provider** | **YES/NO** |
| **Expected Annual Contract Value Agreed** | **YES/NO** |
| **Any Services not included in Expected Annual Contract Value** | **YES/NO** |
| **First/Last Contract Year less than 12 months** | **YES/NO** |
| **Notice given to aggregate payments** | **YES/NO** |
| **Notice given to disaggregate payments** | **YES/NO** |

|  |  |
| --- | --- |
| **QUALITY** |  |
| **Sanction Variations** | **YES/NO** |
| **CQUIN Scheme(s)** | **YES/NO** |
| **CQUIN Variations** | **YES/NO** |
| **CQUIN Payments on Account Made** | **Monthly/Other (Specify)** |
| **Local Incentive Scheme** | **YES/NO** |
| **Provider type** | **NHS Foundation Trust/NHS Trust****Other** |
| **Clostridium Difficile Baseline Threshold** | **[ ] or Nil or Not applicable** |

|  |  |
| --- | --- |
| **GOVERNANCE AND REGULATORY** |  |
| **Documents Relied On**  | **Set out in Schedule 5 Part A** or **Not applicable** |
| **Mandatory Material Sub-Contractors** | **Set out in Schedule 5 Part B1** or **Not applicable** |
| **Permitted Material Sub-Contractors** | **Set out in Schedule 5 Part B2** or **Not applicable** |
| **IPR** | **Set out in Schedule 5 Part C** or **Not applicable** |
| **Commissioner Roles and Responsibilities** | **Set out in Schedule 5 Part D** |
| **Nominated Mediation Body** | **CEDR/Other – [ ]**  |
| **Provider’s Information Governance Lead** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Caldicott Guardian** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Senior Information Risk Owner** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Accountable Emergency Officer** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Safeguarding and Prevent Lead** | **[ ]****Email: [ ]****Tel: [ ]** |

|  |  |
| --- | --- |
| **CONTRACT MANAGEMENT** |  |
| **Addresses for service of Notices** | **Co-ordinating Commissioner: [ ]****Address: [ ]****Email: [ ]****Commissioner: [ ]****Address: [ ]****Email: [ ]****Provider: [ ]****Address: [ ]****Email: [ ]** |
| **Frequency of Review Meetings** | **Ad hoc/Monthly/Quarterly/Six Monthly**  |
| **Commissioner Representative(s)** | **[ ]****Address: [ ]****Email: [ ]****Tel: [ ]** |
| **Provider Representative** | **[ ]****Address: [ ]****Email: [ ]****Tel: [ ]** |

|  |  |
| --- | --- |
| **PENSIONS**  |  |
| **New Fair Deal applies** | **YES/NO** |

**SCHEDULE 1 – SERVICE COMMENCEMENT**

**AND CONTRACT TERM**

1. **Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner with the following documents:

|  |
| --- |
| 1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)
3. Evidence of Monitor’s Licence in respect of Provider and Material Sub-Contractors (where required)
4. [Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner]
5. [Copies of all Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner]
6. [A copy of the/each Direction Letter]
7. 7. **[Insert text locally as required**]

   |

The Provider must complete the following actions:

|  |
| --- |
| [**Insert text locally as required**] |

1. **Commissioner Documents**

|  |  |  |
| --- | --- | --- |
| **Date** | **Document** | **Description** |
| **Insert text locally or state Not Applicable** |  |  |

1. **Extension of Contract Term**
2. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by [ ] months/year(s).
3. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 6 months before the original Expiry Date.
4. The option to extend the Contract Term may be exercised:
	1. only once, and only on or before the date referred to in paragraph 2 above;
	2. only by all Commissioners; and
	3. only in respect of all Services
5. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

**Or**

**NOT USED**

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

Mandatory headings 1 – 4: mandatory but detail for local determination and agreement

Optional headings 5-7: optional to use, detail for local determination and agreement.

All subheadings for local determination and agreement

|  |  |
| --- | --- |
| **Service Specification No.** |  |
| **Service** |  |
| **Commissioner Lead** |  |
| **Provider Lead** |  |
| **Period** |  |
| **Date of Review** |  |

|  |
| --- |
| **1. Population Needs** |
|  * 1. **National/local context and evidence base**
 |
| **2. Outcomes** |
| **2.1 NHS Outcomes Framework Domains & Indicators**

|  |  |  |
| --- | --- | --- |
| **Domain 1** | **Preventing people from dying prematurely** |  |
| **Domain 2** | **Enhancing quality of life for people with long-term conditions** |  |
| **Domain 3** | **Helping people to recover from episodes of ill-health or following injury** |  |
| **Domain 4** | **Ensuring people have a positive experience of care** |  |
| **Domain 5** | **Treating and caring for people in safe environment and protecting them from avoidable harm** |  |

**2.2 Local defined outcomes** |
| **3. Scope** |
| **3.1 Aims and objectives of service****3.2 Service description/care pathway****3.3 Population covered****3.4 Any acceptance and exclusion criteria and thresholds****3.5 Interdependence with other services/providers** |
| **4. Applicable Service Standards** |
| **4.1 Applicable national standards (eg NICE)****4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)** **4.3 Applicable local standards** |
| **5. Applicable quality requirements and CQUIN goals** |
| * 1. **Applicable Quality Requirements (See Schedule 4 Parts [A-D])**
	2. **Applicable CQUIN goals (See Schedule 4 Part [E])**
 |
| **6. Location of Provider Premises** |
| **The Provider’s Premises are located at:**  |
| **7. Individual Service User Placement** |
|  |

1. **Indicative Activity Plan**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Activity Planning Assumptions**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Essential Services**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Essential Services Continuity Plan**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Clinical Networks**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Other Local Agreements, Policies and Procedures**

|  |  |  |
| --- | --- | --- |
| **Policy** | **Date** | **Weblink** |
| **Insert text locally or state Not Applicable** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Transition Arrangements**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Exit Arrangements**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Social Care Provisions**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Transfer of and Discharge from Care Protocols**

|  |
| --- |
| **Insert text locally**  |

1. **Safeguarding Policies**

|  |
| --- |
| **Insert text locally** |

**SCHEDULE 3 – PAYMENT**

**A. Local Prices**

*Enter text below which, for each separately priced Service:*

* *identifies the Service;*
* *describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at:* <http://www.monitor.gov.uk/locallydeterminedprices>*) should be copied or attached)*
* *describes any currencies (including national currencies) to be used to measure activity*
* *describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)*
* *sets out any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s)*.

|  |
| --- |
| **Insert template in respect of any departure from an applicable national currency; insert text and/or attach spreadsheets or documents locally – or state Not Applicable**  |

**B. Local Variations**

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by Monitor (available at:* <http://www.monitor.gov.uk/locallydeterminedprices>*) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

|  |
| --- |
| **Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable** |

**C. Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by Monitor (available at:*

<http://www.monitor.gov.uk/locallydeterminedprices>*). For each Local Modification application granted by Monitor, copy or attach the decision notice published by Monitor. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

*Or state Not Applicable*

|  |
| --- |
| **Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable**  |

**D. Marginal Rate Emergency Rule: Agreed Baseline Value**

|  |
| --- |
| **In line with the requirements set out in the National Tariff Guidance, insert text and/or attach spreadsheets or documents locally – or state Not Applicable**  |

**E. Emergency Re-admissions Within 30 Days: Agreed Threshold**

|  |
| --- |
| **In line with the requirements set out in the National Tariff Guidance, insert text and/or attach spreadsheets or documents locally – or state Not Applicable**  |

**F. Expected Annual Contract Values**

|  |  |
| --- | --- |
| **Commissioner** | **Expected Annual Contract Value***(Where applicable, specify Expected Annual Contract Value including and excluding anticipated values of any high cost drugs, devices and procedures (as listed in the National Tariff) expected to be used in connection with the relevant Services)* |
| **Insert text and/or attach spreadsheets or documents locally** |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total** |  |

**G. Notices to Aggregate / Disaggregate Payments**

|  |
| --- |
| **Insert text locally as and when required or state Not Applicable** |

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

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

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Operational Standards**

| **Ref** | **Operational Standards** | **Threshold****(2014/15)** | **Method of Measurement (2014/15)** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **RTT waiting times for non-urgent consultant-led treatment** |  |  |  |  |  |
| CB\_B1 | Percentage of admitted Service Users starting treatment within a maximum of 18 weeks from Referral | Operating standard of 90% at specialty level (as reported on Unify) | Review of monthly Service Quality Performance Report  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £400 in respect of each excess breach above that threshold | Monthly | Services to which 18 Weeks applies |
| CB\_B2 | Percentage of non-admitted Service Users starting treatment within a maximum of 18 weeks from Referral | Operating standard of 95% at specialty level (as reported on Unify) | Review of monthly Service Quality Performance Report  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £100 in respect of each excess breach above that threshold  | Monthly | Services to which 18 Weeks applies |
| CB\_B3 | Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral  | Operating standard of 92% at specialty level (as reported on Unify) | Review of monthly Service Quality Performance Report  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £100 in respect of each excess breach above that threshold | Monthly | Services to which 18 Weeks applies |
|  | **Diagnostic test waiting times** |  |  |  |  |  |
| CB\_B4 | Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test  | Operating standard of >99% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold  | Monthly | ACCRD |
|  | **A&E waits** |  |  |  |  |  |
| CB\_B5 | Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department  | Operating standard of 95% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 8% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month | Monthly | A+EU |
|  | **Cancer waits - 2 week wait** |  |  |  |  |  |
| CB\_B6 | Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment  | Operating standard of 93% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold  | Quarterly | ACRR |
| CB\_B7 | Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment  | Operating standard of 93% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold  | Quarterly | ACRR |
|  | **Cancer waits – 31 days** |  |  |  |  |  |
| CB\_B8 | Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers  | Operating standard of 96% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold  | Quarterly | ACRR |
| CB\_B9 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery  | Operating standard of 94% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold | Quarterly | ACRR |
| CB\_B10 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen  | Operating standard of 98% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold  | Quarterly | ACRR |
| CB\_B11 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy  | Operating standard of 94% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold  | Quarterly | ACRR |
|  | **Cancer waits – 62 days** |  |  |  |  |  |
| CB\_B12 | Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer  | Operating standard of 85% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold  | Quarterly | ACRR |
| CB\_B13 | Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers  | Operating standard of 90% | Review of monthly Service Quality Performance Report  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold | Quarterly | ACRR |
| CB\_B14 | Percentage of Service Users waiting no more than 62 days for first definitive treatment following a consultant’s decision to upgrade the priority of the Service User (all cancers)  | [Insert as per local determination] | Review of monthly Service Quality Performance Report  | [Insert as per local determination] | Quarterly | ACRR |
|  | **Category A ambulance calls** |  |  |  |  |  |
| CB\_B15\_01 | Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes  | Operating standard of 75% | Performance measured monthly with annual reconciliation | Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met,or the withheld sums returned (with no interest) if annual performance is met | Monthly withholding, annual reconciliation  | AM |
| CB\_B15\_02 | Percentage of Category A Red 2 ambulance calls resulting in an emergency response arriving within 8 minutes  | Operating standard of 75% | Performance measured monthly with annual reconciliation | Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met,or the withheld sums returned (with no interest) if annual performance is met | Monthly withholding, annual reconciliation  | AM |
| CB\_B16 | Percentage of Category A calls resulting in an ambulance arriving at the scene within 19 minutes  | Operating standard of 95% | Performance measured monthly with annual reconciliation | Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met,or the withheld sums returned (with no interest) if annual performance is met | Monthly withholding, annual reconciliation  | AM |
|  | **Mixed sex accommodation breaches** |  |  |  |  |  |
| CB\_B17 | Sleeping Accommodation Breach | >0 | Verification of the monthly data provided pursuant to Schedule 6 Part C in accordance with the Professional Letter | £250 per day per Service User affected | Monthly | ACRMH |
|  | **Cancelled operations** |  |  |  |  |  |
| CB\_B18 | All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User’s treatment to be funded at the time and hospital of the Service User’s choice | Number of Service Users who are not offered another binding date within 28 days >0 | Review of monthly Service Quality Performance Report  | Non-payment of costs associated with cancellation and non- payment or reimbursement (as applicable) of re-scheduled episode of care | Monthly | ACRS |
|  | **Mental health** |  |  |  |  |  |
| CB\_B19 | Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care  | Operating standard of 95% | Review of monthly Service Quality Performance Reports  | Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold  | Quarterly | MHMHSS |

1. **National Quality Requirements**

|  | **National Quality Requirement** | **Threshold****(2014/15)** | **Method of Measurement (2014/15)** | **Consequence of breach** | **Monthly or annual application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| CB\_A15 | Zero tolerance MRSA | >0 | Review of monthly Service Quality Performance Report  | £10,000 in respect of each incidence in the relevant month | Monthly | A |
| CB\_A16 | Minimise rates of Clostridium difficile | [Insert Baseline Threshold identified for Provider] | Review of monthly Service Quality Performance Report  | As set out in Schedule 4 Part G, in accordance with applicable Guidance | Annual  | A |
| CB\_S6 | Zero tolerance RTT waits over 52 weeks for incomplete pathways | >0 | Review of monthly Service Quality Performance Report  | £5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month | Monthly | Services to which 18 Weeks applies |
| CB\_S7a | All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 30 minutes | >0 | Review of monthly Service Quality Performance Report  | £200 per Service User waiting over 30 minutes in the relevant month | Monthly | A+E |
| CB\_S7b | All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes | >0  | Review of monthly Service Quality Performance Report  | £1,000 per Service User waiting over 60 minutes (in total, not aggregated with CB\_S7a consequence) in the relevant month | Monthly | A+E |
| CB\_S8a | Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes  | >0 | Review of monthly Service Quality Performance Report  | £20 per event where > 30 minutes in the relevant month | Monthly | AM |
| CB\_S8b | Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes | >0 | Review of monthly Service Quality Performance Report  | £100 per event where > 60 minutes (in total, not aggregated with CB\_S8a consequence) in the relevant month | Monthly | AM |
| CB\_S9 | Trolley waits in A&E not longer than 12 hours | >0 | Review of monthly Service Quality Performance Report | £1,000 per incidence in the relevant month | Monthly | A+E |
| CB\_S10 | No urgent operation should be cancelled for a second time | >0 | Review of monthly Service Quality Performance Report | £5,000 per incidence in the relevant month | Monthly | ACR |
|  | VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance | 95% | Review of monthly Service Quality Performance Report | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold  | Monthly | A |
|  | Publication of Formulary | Continuing failure to publish | Publication on Provider’s website | Withholding of up to 1% of the Actual Monthly Value per month until publication  | Monthly | AMHMHSSCRR |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident (as per Guidance) | [Insert as per local determination] | 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 |
|  | Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance | 99% | Review of monthly Service Quality Performance Report | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold | Monthly | AMHMHHS |
|  | Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance | 95% | Review of monthly Service Quality Performance Report | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold | Monthly | A&E |
|  | Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of monthly Service Quality Performance Reports  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold | Monthly | MHMHSS |
|  | Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of monthly Service Quality Performance Reports  | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold | Monthly | MHMHSS |

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach**  | **Monthly or annual application of consequence** | **Applicable Service Specific-ation** |
| --- | --- | --- | --- | --- | --- |
| **Insert text and/or attach spreadsheet or documents locally** |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. **Never Events**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Never Events** | **Threshold** | **Method of Measurement** | **Never Event Consequence (per occurrence)** | **Applicability** | **Applicable Service Category** |
| **SURGICAL** |
| Wrong site surgery | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event  | All Healthcare Premises | AS |
| Wrong implant/prosthesis | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | AS |
| Retained foreign object post-operation | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | AS |
| **MEDICATION** |
| Wrongly prepared high-risk injectable medication | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | All except PT |
| Maladministration of potassium-containing solutions | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | A |
| Wrong route administration of chemotherapy | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | ACR |
| Wrong route administration of oral/enteral treatment | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | All except PT |
| Intravenous administration of epidural medication | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except PT, Ph |
| Maladministration of insulin | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | All except PT |
| Overdose of midazolam during conscious sedation | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | AS |
| Opioid overdose of an opioid-naïve Service User | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | All except PT |
| Inappropriate administration of daily oral methotrexate | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Settings | All except PT |
| **MENTAL HEALTH** |
| Suicide using non-collapsible rails | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All mental health inpatient premises | MHMHSS |
| Escape of a transferred prisoner | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All medium and high secure mental health inpatient premises | MHMHSS |
| **GENERAL HEALTHCARE** |
| Falls from unrestricted windows | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except AM, PT, Ph |
| Entrapment in bedrails | >0 | Review of reports submitted to/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All adult inpatient premises | AMHMHSS |
| Transfusion of ABO incompatible blood components | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | A&EAAMCRRSMSU |
| Transplantation of ABO incompatible organs as a result of error | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | A |
| Misplaced naso- or oro-gastric tubes | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except PT, Ph |
| Wrong gas administered | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except PT, Ph, CH |
| Failure to monitor and respond to oxygen saturation | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except PT |
| Air embolism | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All except PT |
| Misidentification of Service Users | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All |
| Severe scalding of Service Users | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | All |
| **MATERNITY** |
| Maternal death due to post-partum haemorrhage after elective caesarean section | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event | All Healthcare Premises | A |

**E. Commissioning for Quality and Innovation (CQUIN)**

**CQUIN Table 1: CQUIN Schemes**

|  |
| --- |
| **Insert completed CQUIN template spreadsheet(s) or state Not Applicable** |

**CQUIN Table 2**: **CQUIN Payments on Account**

|  |  |  |  |
| --- | --- | --- | --- |
| **Commissioner** | **Payment** | **Frequency/Timing** | **Agreed provisions for adjustment of CQUIN Payments on Account based on performance** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Local Incentive Scheme**

|  |
| --- |
| **Insert text locally or state Not Applicable** |

1. **Clostridium difficile**

**Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust**

The financial adjustment (£) is the sum which is the greater of Y and Z, where:

Y = 0

Z = ((A – B) x 10,000) x C

where:

A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year

B = the Baseline Threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider’s threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance)

C = no. of inpatient bed days in respect of Service Users in the Contract Year

 no. of inpatient bed days in respect of all NHS patients treated by the

Provider in the Contract Year

The financial adjustment is calculated on the basis of annual performance. For the purposes of Service Condition 36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

**Clostridium difficile adjustment: Other Providers**

The financial adjustment (£) is the sum equal to A x 10,000, where:

A = the actual number of cases of Clostridium difficile in respect of Service Users in the Contract Year.

The financial adjustment is calculated on the basis of annual performance. For the purposes of Service Condition 36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

1. **Sanction Variations**

|  |
| --- |
| **Insert completed template (available via contract Technical Guidance); insert any additional text and/or attach spreadsheets or documents locally - or state Not Applicable** |

1. **CQUIN Variations**

|  |
| --- |
| **Insert completed template (available via CQUIN Guidance); insert any additional text and/or attach spreadsheets or documents locally - or state Not Applicable** |

**SCHEDULE 5 - GOVERNANCE**

1. **Documents Relied On**

**Documents supplied by Provider**

|  |  |
| --- | --- |
| **Date** | **Document** |
| **Insert text locally or state Not Applicable** |  |
|  |  |
|  |  |
|  |  |

**Documents supplied by Commissioners**

|  |  |
| --- | --- |
| **Date** | **Document** |
| **Insert text locally or state Not Applicable** |  |
|  |  |
|  |  |
|  |  |

**B1. Provider’s Mandatory Material Sub-Contractors**

|  |  |  |  |
| --- | --- | --- | --- |
| **Mandatory Material Sub-Contractor****[Name]****[Registered Office]****[Company number]** | **Service Description** | **Start date/expiry date** | **Processing data – Yes/No** |
| **Insert text locally or state Not Applicable** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**B2. Provider’s Permitted Material Sub-Contractors**

|  |  |  |  |
| --- | --- | --- | --- |
| **Permitted Material Sub-Contractor****[Name]****[Registered Office]****[Company number]** | **Service Description** | **Start date/expiry date** | **Processing data – Yes/No** |
| **Insert text locally or state Not Applicable** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

 **C. IPR**

**Commissioner IPR**

|  |  |
| --- | --- |
| **Commissioner** | **Document/Data/Process** |
| **Insert text locally or state Not Applicable** |  |
|  |  |
|  |  |

**Provider IPR**

|  |  |
| --- | --- |
| **Provider/Sub-Contractor** | **Document/Data/Process** |
| **Insert text locally or state Not Applicable** |  |
|  |  |
|  |  |

1. **Commissioner Roles and Responsibilities**

|  |  |
| --- | --- |
| **Co-ordinating Commissioner** | **Role/Responsibility** |
| **Insert text locally** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Partnership Agreements**

**To which the Provider is a party:**

|  |  |  |
| --- | --- | --- |
| **Date** | **Parties** | **Description** |
| **Insert text locally or state Not Applicable** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**To which a Commissioner is a party:**

|  |  |  |
| --- | --- | --- |
| **Date** | **Parties** | **Description** |
| **Insert text locally or state Not Applicable** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

1. **Recorded Variations**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Variation Number** | **Description of Variation** | **Date of Variation Proposal** | **Party proposing the Variation** | **Date of Variation Agreement**  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. **Reporting Requirements**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** | **Application** |
| **National Requirements Reported Centrally** |  |  |  |  |
| 1. As specified in the list of assessed mandated collections published on the HSCIC website to be found at <http://www.hscic.gov.uk/datacollections>

as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| 1. PROMS
 | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| 1. NDTMS
 | As set out in NTA Guidance | As set out in NTA Guidance | As set out in NTA Guidance | **SM** |
| **National Requirements Reported Locally** |  |  |  |  |
| 1. Monthly Activity Report
 | Monthly |  | Using SUS data, where applicable | **All** |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events, including, without limitation:
	1. details of any thresholds that have been breached and any Never Events that have occurred;
	2. details of all requirements satisfied;
	3. details of, and reasons for, any failure to meet requirements and;
	4. the outcome of all Root Cause Analyses and audits performed pursuant to Service Condition 20 (*Venous Thromboembolism*).
 | Monthly |  | Submit to Co-ordinating Commissioner within 10 Operational Days of the end of the month to which it relates. | **All****All****All****A** |
| 1. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied
 |  |  |  | **All** |
| 1. Monthly report on performance against the HCAI Reduction Plan
 | Monthly |  |  | **All** |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints
 |  |  |  | **All** |
| 1. Report against performance of Service Development and Improvement Plan (SDIP)
 | In accordance with relevant SDIP | In accordance with relevant SDIP | In accordance with relevant SDIP | **All** |
| 1. Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance
 | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **CR****R** |
| 1. Monthly summary report of all incidents requiring reporting
 | Monthly |  |  | **All** |
| 1. Data Quality Improvement Plan: report of progress against milestones
 | In accordance with relevant DQIP | In accordance with relevant DQIP | In accordance with relevant DQIP | **All** |
| 1. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres, and from ambulance services paramedics (where the casualties do not require A&E department, urgent care and walk-in centre attendance), to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (College of Emergency Medicine Clinical Guidance Information Sharing to Reduce Community Violence (July 2009))

   | Monthly | As set out in relevant Guidance | As set out in relevant Guidance | **A****A+E****AM****U** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with General Condition 5.2 (*Staff*)
 | 6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time) |  |  | **All** |
| **Local Requirements Reported Locally** |  |  |  |  |
| **Insert as agreed locally** |  |  |  |  |

1. **Data Quality Improvement Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Data Quality Indicator** | **Data Quality Threshold** | **Method of Measurement** | **Milestone Date** | **Consequence** |
| **Insert text locally**  |  |  |  |  |
|  |  |  |  |  |

1. **Incidents Requiring Reporting Procedure**

|  |
| --- |
| **Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Patient Safety Incidents (3) Other Patient Safety Incidents** |
| **Insert text locally** |

1. **Service Development and Improvement Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Milestones** | **Timescales** | **Expected Benefit** | **Consequence of Achievement/ Breach** |
| **Insert text locally**  |  |  |  | [Subject to General Condition 9 (*Contract Management*)] or [locally agreed] |
|  |  |  |  |  |

1. **Surveys**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Survey** | **Frequency** | **Method of Reporting** | **Method of Publication** |
| Friends and Family Test (where required in accordance with FFT Guidance) | As required by FFT Guidance | As required by FFT Guidance | As required by FFT Guidance |
| Service User Survey [**Insert further description locally**] |  |  |  |
| Staff Surveys[**Insert further description locally**] | [NHS Staff Survey: where required by Guidance][Other] | [NHS Staff Survey: where required by Guidance][Other] | [NHS Staff Survey: where required by Guidance][Other] |
| Carer Survey[**Insert further description locally**] |  |  |  |
| [Other insert locally] |  |  |  |

**SCHEDULE 7 – PENSIONS**

**Insert text locally (template drafting available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**) or state Not Applicable**

© Crown copyright 2013

First published: December 2013

Published in electronic format only