

National Variation Agreement 2015/16 for the NHS Standard Contract in 2012/13 form (multilateral)

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Version number: 1

First published: March 2015

Updated: NA

Prepared by: NHS Standard Contract Team

Classification: Official

Publications Gateway Reference: 03301

**NHS [ ] CLINICAL COMMISSIONING GROUP (1)**

**[*insert names of other Commissioners*]**

**[ ]**

**[ ]**

**[ ]**

**[*Local Authority*]**

**[*NHS England*]**

**AND**

**[ ] (2)**

**AS PROVIDER**

|  |
| --- |
| **NATIONAL VARIATION AGREEMENT 2015/16**  **in relation to the Contract dated [*insert date of original contract*]**  **in the form of the**  **NHS STANDARD CONTRACT 2012/13**  **(Multilateral)** |

**THIS NATIONAL VARIATION AGREEMENT is dated [ ] 2015 and made between:**

1. **NHS [ ] CLINICAL COMMISSIONING GROUP** whose principal office is at   
   [ ]

**[***insert other Commissioners’ names and addresses***]**

**[***insert Local Authority name and address if applicable***]**

**[***insert NHS England name and address if applicable***]**

(the **Commissioners**)

and

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

**WHEREAS**

1. The Commissioners and the Provider entered into a contract dated [*insert date of original 2012/13 contract*] as varied pursuant to Clause 52 of that contract (the **Contract**).
2. The Contract was entered into by commissioning bodies that were dissolved under the Health and Social Care Act 2012, but the rights and liabilities of those bodies (including under the Contract) were transferred by operation of law to the Commissioners.
3. Clause 52 of the Contract requires the Parties to vary the Contract to apply National Variations.
4. The Parties wish to vary the Contract in accordance with Clause 52 so as to bring the Contract into alignment with certain provisions of the NHS Standard Contract published by NHS England for the year 2015/2016.
5. In consideration of their mutual obligations under this National Variation Agreement and the payment by each Party to the other of £1 (receipt of which each Party acknowledges), the Parties have therefore agreed to vary the Contract on the terms set out in this National Variation Agreement.

**IT IS AGREED:**

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

**Contract** has the meaning given to it in recital A of this National Variation Agreement;

**2015/2016 Contract** means the NHS Standard Contract published by NHS England for the year 2015/2016;

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

**Variations** means the variations set out in clauses 3 to 28 (inclusive) of this National Variation Agreement.

* 1. In this National Variation Agreement, unless otherwise expressly identified:
     1. references to numbered Clauses, Sections or Parts relate to the Clauses (of Section E), Sections and Parts of the Contract; and
     2. references to Service Conditions, General Conditions and Schedules are to the conditions or schedules of the 2014/15 Contract.
  2. Where the application of any content in the 2015/16 Contract is limited in the 2015/16 Contract to certain Service or Provider categories only, the same limitations will apply where that content is added to the Contract by this National Variation Agreement.
  3. Where under this National Variation Agreement any content from the 2015/16 Contract is incorporated into the Contract, any references in that content to “Co-ordinating Commissioner” are to be read as “Commissioner”.

1. **Effective Date of VAriations**

The Variations apply with effect from 1 April 2015.

1. **Clause 5 (service provision)**
   1. Delete the text of Clause 5.1 and replace with:

“5.1 The Provider must provide the Services in accordance with the Fundamental Standards and the Service Specifications. The Provider must perform all of its obligations under this Contract in accordance with:

5.1.1 the terms of this Contract; and

5.1.2 the Law; and

5.1.3 Good Practice.”

* 1. Insert a new Clause 5.4 as follows:

“5.4 The Parties must have regard to the Armed Forces Covenant and associated Guidance.”

1. **clause 6 (regulatory and Quality improvements)**

Delete Clause 6.8.

1. **clause 7 (Payment Terms)** 
   1. Delete the text of Clause 7.4 and replace with:

“7.4 The Co-ordinating Commissioner and the Provider may agree a Local Price for one or more Contract Years or for the duration of the Contract. In respect of a Local Price agreed for more than one Contract Year the Co-ordinating Commissioner and the Provider may agree and document in Section B Part 6.1 (Local Prices) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. Any adjustment mechanism must require the Co-ordinating Commissioner and the Provider to have regard to the efficiency and uplift factors set out in the National Tariff where applicable.”

* 1. Delete the text of Clause 7.6 and replace with:

“7.6 The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Section B Part 6.1 (Local Prices). Where no adjustment mechanism has been agreed, the Co-ordinating Commissioner and the Provider must review and agree before the start of each Contract Year the Local Price to apply to the following Contract Year, having regard to the efficiency and uplift factors set out in the National Tariff where applicable. In either case the Local Price as adjusted or agreed will apply to the following Contract Year.”

* 1. Delete the text of Clause 7.33 to 7.46 and replace with:

“**Payment where the Parties have agreed an Expected Annual Contract Value**

7.33 Each Commissioner must make payments on account to the Provider in accordance with the following provisions of Clause 7.34, or if applicable Clauses 7.35 and 7.36.

7.34 The Provider must supply to each Commissioner a monthly invoice before the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.

7.35 If the Service Commencement Date is not 1 April the timing and amounts of the payments for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Section B Part 7A (*Timing and Amounts of Payments in First and/or Final Contract Year*).

7.36 If the Expiry Date is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to the Expiry Date and ending on the Expiry Date will be as set out in Section B Part 7A (*Timing and Amounts of Payments in First and/or Final Contract Year*).

**Reconciliation where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services**

7.37 Where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, in order to confirm the actual sums payable for the Services delivered the Provider must provide a separate reconciliation account for each Commissioner for each month showing the sum equal to the Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Clause 39 (*Information Requirements*) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) by the First Reconciliation Date for the month to which it relates.

7.38 Following the First Reconciliation Date, each Commissioner must raise with the Provider any data validation queries it has and the Provider must answer those queries promptly and fully. The Parties must use all reasonable endeavours to resolve any queries by the Post Reconciliation Inclusion Date.

7.39 The Provider must send to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) a final reconciliation account for each month within 5 Operational Days after the Final Reconciliation Date for that month. The final reconciliation account must either be agreed by the relevant Commissioner, or be wholly or partially contested by the relevant Commissioner in accordance with Clause 7.54. No Commissioner may unreasonably withhold or delay its agreement to a final reconciliation account.

**Reconciliation for Services where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services**

7.40 Where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services, in order to confirm the actual sums payable for delivered Services the Provider must provide a separate reconciliation account for each Commissioner for each month (unless otherwise agreed by the Parties in writing in accordance with the National Tariff), showing the sum equal to the Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Clause 39 (*Information Requirements*) and sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 20 Operational Days after the end of the month to which it relates.

7.41 Each Commissioner and Provider must either agree the reconciliation account produced in accordance with Clause 7.40 or wholly or partially contest the reconciliation account in accordance with Clause 7.54. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.

**Other aspects of reconciliation for all Prices where the Parties have agreed an Expected Annual Value**

7.42 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.

7.43 Each Commissioner’s agreement of a reconciliation account or agreement of a final reconciliation account as the case may be (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner (or, where payments are to be aggregated, by the Co-ordinating Commissioner) to the Provider or by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner), as appropriate. The Provider must supply to the Commissioner (or the Co-ordinating Commissioner) an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or issue of the credit note.

**Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS applies to some or all of the Services**

7.44 Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider must issue a monthly invoice by the Final Reconciliation Date for end of each month to each Commissioner in respect of those Services provided for that Commissioner in that month. Subject to Clause 7.54, the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle the invoice within 10 Operational Days of its receipt.

**Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS does not apply to any of the Services**

7.45 Where SUS does not apply to any of the Provider’s Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider must issue a monthly invoice within 20 Operational Days after the end of each month to each Commissioner in respect of all Services provided for that Commissioner in that month. Subject to Clause 7.54, the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle the invoice within 10 Operational Days of its receipt.”

and in Clause 7.54, change the references to Clause 7.42 and Clause 7.45 to Clause 7.41 and Clause 7.44 respectively.

* 1. Delete the text of Clause 7.47 and replace with:

“**Operational Standards, National Quality Requirements and Local Quality Requirements**

7.47 If the Provider breaches any of the thresholds in respect of the Operational Standards, the National Quality Requirements or the Local Quality Requirements the Provider must repay to the relevant Commissioner or the relevant Commissioner must deduct from payments due to the Provider (as appropriate), the relevant sums as determined in accordance with Section B Part 8.2 (Operational Standards) and/or Section B Part 8.1 (National Quality Requirements) and/or Section B Part 8.1 (Local Quality Requirements). The sums repaid or deducted under this Clause 7.47 in respect of any Quarter will not in any event exceed 2.5% of the Actual Quarterly Value.”

* 1. Delete the text of Clause 7.48 and replace with:

“If a Never Event occurs, the relevant Commissioner must apply the Never Event Consequence set out in Section B Part 8.3 (*Never Events*).”

* 1. Insert a new Clause 7.50A as follows:

“7.50A The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:

7.50A.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, the Overseas Visitor Charging Guidance and the Who Pays? Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to non-EEA national Chargeable Visitors to the Department of Health;

7.50A.2 if the Provider has failed to take all reasonable steps to:

7.50A.2.1 identify a Chargeable Overseas Visitor; or

7.50A.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,

no Commissioner will be liable to make any payment to the Provider in respect of any Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Provider must refund it to the relevant Commissioner;

7.50A.3 (subject to Clause 7.50A.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and Who Pays? Guidance) the appropriate contribution on account for all Services delivered by the Provider in accordance with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner;

7.50A.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance);

7.50A.5 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another EEA state, including the EEA reporting portal for EHIC and S2 activity; and

7.50A.6 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance), the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have been reported through the EEA reporting portal.”

1. **clause 7a (Commissioning for Quality and Inovation (CQUIN))**

Insert a new Clause 7A.1A as follows:

“7A.1A Where and as required by CQUIN Guidance, the Parties must implement a performance incentive scheme in accordance with CQUIN Guidance for each Contract Year or the appropriate part of it.”

and renumber Clause 7A.1 as Clause 7A.1B.

1. **Clause 8 (Service User Involvement)**

Delete the text of Clause 8.2 and Clause 8.3 and replace with new Clauses 8.2, 8.3 and 8.3A as follows:

“8.2 The Provider must actively engage, liaise and communicate with Service Users, their Carers and Legal Guardians, Staff and the public in an open and clear manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.

8.3 The Provider must involve Service Users, their Carers and Legal Guardians, Staff and the public when considering and implementing developments to and redesign of Services. As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence of that involvement and of its impact.

8.3A The Provider must:

8.3A.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users;

8.3A.2 carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys;

8.3A.3 carry out all other Surveys; and

8.3A.4 co-operate with any surveys that the Commissioners (acting reasonably) carry out.

The form, frequency and reporting of the Surveys will be as set out in Section B Part 12 (*Service User, Carer and Staff Surveys*) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing and/or required by Law or Guidance from time to time.”

1. **clause 10 (Service User Booking and Choice and Referrals)**
   1. Delete the text of Clause 10.1 and replace with:

“10.1 The Parties must comply with E-Referral Guidance and Guidance issued by the Department of Health, NHS England and Monitor regarding patients’ rights to choice of provider and/or consultant.”

* 1. Insert new Clauses 10.5, 10.6 and 10.7 as follows:

“**Acceptance and Rejection of Referrals**

10.5 Subject to Clause 21.2 (Withholding and/or Discontinuation), the Provider must:

10.5.1 accept any Referral of a Service User made in accordance with the Referral processes or Pathways set out or referred to in the Service Specifications and/or any Prior Approval Scheme and in any event where necessary for a Service User to exercise their legal right to choice as set out in the NHS Choice Framework; and

10.5.2 accept any clinically appropriate referral for any Service of an individual whose Responsible Commissioner (CCG or NHS England) is not a Party to this Contract where necessary for that individual to exercise their legal right to choice as set out in the NHS Choice Framework. Any such referral will not be a Referral under this Contract and the relevant provisions of Who Pays? Guidance will apply in respect of it.

10.6 The Parties must comply with LD Guidance in relation to the making and acceptance of Referrals and must ensure that the Referral processes or Pathways set out or referred to in the Service Specifications and/or any Prior Approval Scheme at all times comply with LD Guidance. Notwithstanding Clause 10.5.1, the Provider must not accept any Referral made otherwise than in accordance with LD Guidance.

10.7 The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework or where necessary for that individual to receive emergency treatment.”

1. **Clause 13 (Service User Health Records)**

Delete the text of Clause 13.7 and replace with:

“**Integrated Digital Care Records**

13.7 The Provider must when procuring and developing its information technology systems ensure that these provide open interfaces in accordance with Open API Policy.

13.8 The Provider must ensure that its information technology systems comply with ISB0160 in relation to clinical risk management.”

1. **clause 15 (Care Planning)**

Insert the following words at the beginning of Clause 15.1:

“The Provider must comply with regulation 9 of the 2014 Regulations.”

1. **Clause 17 (Transfer of and Discharge from Care obligations)**
   1. Delete the text of Clause 17.1 and replace with:

“17.1 The Provider must comply with:

17.1.1 the Transfer of and Discharge from Care Protocols;

17.1.2 the relevant transfer and discharge from care obligations set out in Section C Part 6 (*Transfer from Care and Discharge form Care Obligations*)

17.1.2 the 1983 Act;

17.1.3 the 1983 Act Code (including following all procedures specified by or established as a consequence of the 1983 Act Code);

17.1.4 LD Guidance insofar as it relates to transfer of and discharge from care;

17.1.5 the 2014 Act; and

17.1.6 Transfer and Discharge Guidance.”

* 1. Insert a new Clause 17.3 as follows:

“17.3 Within 24 hours after the transfer and/or discharge of the Service User from the Provider’s care, the Provider must issue the Discharge Summary to the Service User’s GP and/or Referrer and to any third party provider, using an applicable Delivery Method. The Provider must ensure that it is at all times able to send and receive Discharge Summaries via all applicable Delivery Methods.”

1. **Clause 19 (Equity of Access, Equality and Non-Discrimination)**
   1. Insert a new Clause 19.7 as follows:

“19.7 The Provider must

19.7.1 implement EDS2; and

19.7.2 implement the National Workforce Race Equality Standard and submit an annual report to the Co-ordinating Commissioner on its progress in implementing that standard.”

1. **Clause 21 (Withholding and/or Discontinuation of Service)**

Delete the text of Clause 21 and replace with the text of Service Condition 7 of the 2015/16 Contract. All numbering and cross-references to be amended accordingly, and any references in the new clause to other conditions, schedules and parts to be read as referring to the equivalent Clause, Section or Part of the Contract.

1. **Clause 22 (Services Environment and Equipment)**

Delete the text of Clause 22 and replace with new Clauses 22, 22A and 22B as follows:

**“CLAUSE 22 SERVICES ENVIRONMENT AND EQUIPMENT**

22.1 The Provider must ensure that the Services Environment and the Equipment comply with the requirements of the Fundamental Standards of Care.

22.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary from time to time to provide the Services in accordance with the Law and any necessary Consents.

22.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User’s care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.

**CLAUSE 22A SUSTAINABLE DEVELOPMENT**

22A.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment.

22A.2 The Provider must maintain a sustainable development plan in line with NHS Sustainable Development Guidance. The Provider must demonstrate its progress on climate change adaptation, mitigation and sustainable development, including performance against carbon reduction management plans, and must provide a summary of that progress in its annual report.

22A.3 The Provider must, in performing its obligations under this Contract, give due regard to the impact of its expenditure on the community, over and above the direct purchase of goods and services, as envisaged by the Public Services (Social Value) Act 2012.

**CLASUE 22B FOOD STANDARDS**

22B.1 The Provider must develop and maintain a food and drink strategy in accordance with the Hospital Food Standards Report.

22B.2 The Provider must have regard to (and where mandatory comply with) Food Standards Guidance, as applicable.”

1. **clause 23 (Staff)**
   1. Delete the text of Clause 23.2 and replace with:

“23.2 The Provider must comply with regulations 18 and 19 of the 2014 Regulations, and without prejudice to that obligation must:

23.2.1 ensure that there are sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Contract;

23.2.2 in determining planned Staff numbers and skill mix for Services, have regard to applicable Staffing Guidance;

23.2.3 continually evaluate in respect of each Service individually and the Services as a whole:

23.2.3.1 actual numbers and skill mix of clinical Staff on duty against planned numbers and skill mix of clinical Staff on a shift-by-shift basis; and

23.2.3.2 the impact of variations in actual numbers and skill mix of clinical Staff on duty on Service User experience and outcomes, by reference to clinical audit data, NHS Safety Thermometer, data on complaints, Patient Safety Incidents and Never Events and the results of Service User and Staff involvement (including Surveys);

23.2.4 undertake a detailed review of staffing requirements every 6 months to ensure that the Provider remains able to meet the requirements set out in Clause 23.2.1;

23.2.5 report to the Co-ordinating Commissioner immediately any material concern in relation to the safety of Service Users and/or the quality or outcomes of any Service arising from those reviews and evaluations;

23.2.6 report to the Co-ordinating Commissioner on the outcome of those reviews and evaluations at least once every 6 months, and in any event as soon as practicable and by no later than 20 Operational Days following receipt of written request;

23.2.7 implement Lessons Learned from those reviews and evaluations, and demonstrate at Review Meetings the extent to which improvements to each affected Service have been made as a result; and

23.2.8 make the outcome of those reviews and evaluations and Lessons Learned available to the public by disclosure at public board meetings, publication on the Provider’s website or by other means, in each case as approved by the Co-ordinating Commissioner, and in each case at least once every 6 months.”

* 1. Insert new Clauses 23.15, 23.16 and 23.17 as follows:

“**Employment or Engagement following NHS Redundancy**

23.15 If at any time during the term of this Contract the Provider or any Sub-Contractor intends to employ or engage an individual (unless for a period of 15 days or less in any rolling 90 day period), the Provider must (or must ensure that the Sub-Contractor will):

23.15.1 require that individual to disclose whether, within the period of twelve months ending with the proposed commencement of their employment or engagement with the Provider or Sub-Contractor, they have received a contractual redundancy payment from an NHS Employer consequent on their redundancy from a post as a Very Senior Manager; and if so

23.15.2 require the individual to identify that NHS Employer;

23.15.3 require that individual to notify the NHS Employer of their conditional offer of employment or engagement with the Provider or Sub-Contractor;

23.15.4 require that individual either (a) to make arrangements with that NHS Employer to pay to the NHS Employer the Redundancy Repayment (whether or not conditional on an appropriate restoration of reckonable service), or (b) to agree to the inclusion in their terms and conditions of employment or engagement with the Provider or Sub-Contractor the provisions set out in Clause 23.15.6 below;

23.15.5 not make any unconditional offer of employment or engagement to the individual without first having received either (a) confirmation from the NHS Employer that binding arrangements are in place with the individual for payment to the NHS Employer of the Redundancy Repayment, or (b) confirmation from the individual of their agreement to the inclusion in their terms and conditions of employment or engagement with the Provider or Sub-Contractor of the provisions set out in Clause 23.15.6; and

23.15.6 unless it has received confirmation from the NHS Employer in accordance with Clause 23.15.5(a), include (and throughout the term of that individual’s employment or engagement retain) in that individual’s terms and conditions of employment or engagement (as appropriate) the following provisions:

*You have confirmed that you have, within the period of twelve months ending with the commencement of your employment or engagement under this agreement, received a contractual redundancy payment under section 16 of the NHS Terms and Conditions of Service Handbook from an NHS Employer, as defined in Annex A of the Handbook, being [INSERT NAME OF NHS EMPLOYER] consequent on your redundancy from a post as a Very Senior Manager.*

*As a condition of your employment or engagement under this agreement: you acknowledge and agree that you will repay to that NHS Employer a sum being a proportion of that contractual redundancy payment (£R), calculated as follows:*

*£R = (S x (A – B)) – (C + D),*

*where:*

*S is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change;*

*A is the number of years used in the calculation of your contractual redundancy payment;*

*B is the number of complete calendar months between the date of termination of your employment by the NHS Employer and the date of commencement of your employment or engagement under this agreement;*

*C is the total statutory redundancy payment that you were entitled to receive on redundancy from that NHS Employer; and*

*D is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,*

*But for the avoidance of doubt you will have no liability to repay any sum if B is greater than or equal to A*

*You consent to our deducting from your net monthly pay or remuneration each month a sum equal to no more than [X% - for agreement with the individual and the NHS Employer] of your net monthly pay or remuneration and that we will pay each sum deducted to that NHS Employer as an instalment of the repayment of the sum £R, until the sum £R has been fully repaid.*

*In this provision:*

*Agenda for Change means the single pay system in operation in the NHS, which applies to all directly employed NHS staff with the exception of doctors, dentists and some very senior managers*

*NHS Employer has the meaning given to it in Annex A to the NHS Terms and Conditions of Service Handbook*

*NHS Terms and Conditions of Service Handbook means the handbook of NHS terms and conditions of service published at: http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook*

*Very Senior Manager means, whether or not the relevant NHS Employer operates the Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts, an individual as described in paragraph 4 of that framework , whether that individual is engaged under a contract of employment or a contract for services*

23.16 The Provider must not, and must ensure that any Sub-contractor does not, enter into any arrangement with any individual the effect or intention of which is to circumvent the operation or intent of Clause 23.15.

23.17 If the Provider fails to comply with its obligations under Clause 23.15 in respect of any relevant individual, the Provider must pay to the relevant NHS Employer the Redundancy Repayment or the proportion of it which the individual would otherwise have been required to repay.”

1. **Clause 24 (Safeguarding children and vulnerable adults)**

Delete the text of Clause 24 and replace with the text of Service Condition 32 of the 2015/16 Contract. All numbering and cross-references to be amended accordingly, and any references in the new clause to other conditions, schedules and parts to be read as referring to the equivalent Clause, Section or Part of the Contract.

1. **Clause 25 (Incidents Requiring Reporting)**

Delete the text of Clause 25.2 and replace with:

“25.2 The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework and must report all Serious Incidents and Never Events in accordance with the requirements of those Frameworks.”

1. **clause 27 (Complaints)**

Delete the text of Clause 27 and replace with:

“27.1 The Commissioners and the Provider must each publish, maintain and operate a Complaints Procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.

27.2 The Provider must:

27.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact their Local Healthwatch; and

27.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.”

1. **Clause 33 (HCAI Reduction Plan)**

Delete the text of Clause 33 and replace with:

“33.1 The Provider must comply with the Code of Practice on the Prevention and Control of Infections.

33.2 The Provider must ensure that all laboratory services (whether provided directly or under a Sub-Contract) comply with the UK Standard Methods for Investigation.

33.3 The Provider must have an HCAI Reduction Plan for each Contract Year and must comply with its obligations under that plan. The HCAI Reduction Plan must reflect local and national priorities relating to HCAI including antimicrobial resistance.”

1. **clause 36 (Emergency Preparedness and Resilience Including Major Incidents)**

Delete the text of Clause 36.1 to Clause 36.13 and replace with:

“36.1 The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.

36.2 The Provider must have in place evacuation plans which provide for relocation of Service Users to alternative secure premises in the event of any Significant Incident or Emergency and how that relocation is to be effected in such a way as to maintain public safety and confidence.

36.3 The Provider must have in place and maintain adequate facilities (including an Incident Co-ordination Centre) from which a Significant Incident or Emergency can be effectively managed, in accordance with the NHS England Emergency Planning Framework.

36.4 If there is a Significant Incident or Emergency:

36.4.1 the Parties must comply with their respective Incident Response Plans; and

36.4.2 each Party must provide the others with whatever further assistance they may reasonably require to respond to that Significant Incident of Emergency; and

36.4.3 the Provider must comply with its Business Continuity Plan.

36.5 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following:

36.5.1 the activation of its Incident Response Plan;

36.5.2 any risk or any actual disruption, to CRS or Essential Services; and/or

36.5.3 the activation of its Business Continuity Plan.

36.6 The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under Clause 36.5.

36.7 The Provider must at the request of the Co-ordinating Commissioner provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or Public Health England in response to any national, regional or local public health emergency or incident.

36.8 If the Provider is subcontracting all or part of a Service, the Provider must:

36.8.1 ensure that its Incident Response Plan and its Business Continuity Plan make provision in relation to the subcontracted services; and

36.8.2 require any Material Sub-Contractor to comply with EPRR Guidance if and when applicable.”

and re-number the remainder of Clause 36 accordingly.

1. **Clause 39 (Information Requirements)**
   1. Delete the text of Clause 39.2 and replace with:

“39.2 The Provider must:

39.2.1 provide the information specified in this Clause 39 and in Section B Part 14.1 (*Reporting Requirements*):

39.2.1.1 with the frequency, in the format, by the method and within the time period set out or referred to in Section B Part 14.1 (*Reporting Requirements*); and

39.2.1.2 as detailed in relevant Guidance; and

39.2.1.3 if there is no applicable time period identified, in a timely manner;

39.2.2 where and to the extent applicable, conform to all NHS Information Standards Notices and information and data standards approved or published by or on behalf of SCCI, the Secretary of State, NHS England or HSCIC, as appropriate;

39.2.3 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner;

39.2.4 comply with Guidance issued by NHS England and HSCIC, and with the Law, in relation to protection of patient identifiable data;

39.2.5 subject to and in accordance with Guidance and any relevant standards issued by the Secretary of State, NHS England or HSCIC, use the Service User’s verified NHS Number as the primary identifier of each record on all patient datasets; and

39.2.6 comply with the Law and Guidance on the use and disclosure of personal confidential data for other than direct care purposes.”

* 1. Delete the text of Clause 39.11 and replace with:

“39.11 Where any change in counting and coding practice proposed under Clause 39.8 and agreed under Clause 39.9 is projected, once implemented, to have an impact on the Actual Annual Value of Services, the Parties must adjust the relevant Prices payable:

39.11.1 where the change is to be implemented within the Contract Year in which the change was proposed, in respect of the remainder of that Contract Year; and

39.11.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the change was proposed,

in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.”

* 1. Delete the text of Clauses 39.14 to 39.19 and replace with:

“**Information Breaches**

39.14 If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify:

39.14.1 the nature of the Information Breach; and

39.14.2 the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), under Clause 39.15 if the Information Breach is not rectified within 5 Operational Days following service of that notice.

39.15 If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with Clause 39.14.2 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), up to 1% of the Actual Monthly Value in respect of the current month and then for each and every month until the Provider has rectified the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner.

39.16 The Commissioners or the Co-ordinating Commissioner (as appropriate) must continue to withhold any sums withheld under Clause 39.15 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners or the Co-ordinating Commissioner (as appropriate) must then pay the withheld sums to the Provider within 10 Operational Days. Subject to Clause 39.17 no Interest will be payable by the Co-ordinating Commissioner to the Provider on any sum withheld under Clause 39.15.

39.17 If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under Clause 39.15 were withheld without justification, the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay to the Provider any sums wrongly withheld or retained and Interest on those sums for the period for which those sums were withheld or retained. If the Co-ordinating Commissioner disputes the Provider’s evidence the Provider may refer the matter to Dispute Resolution.

39.18 Any sums withheld under Clause 39.15 may be retained permanently if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of:

39.18.1 the date 3 months after the date of the notice served in accordance with Clause 39.14;

39.18.2 the termination of this Agreement; and

39.18.3 the Expiry Date.

If any sums withheld by the Co-ordinating Commissioner on behalf of all Commissioners are to be retained permanently, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Actual Monthly Value for each month in respect of which those sums were withheld.”

1. **Clause 40 (service standards)**
   1. Insert a new 40.3B as follows:

“40.3B The Provider must measure, monitor and analyse its performance in relation to the Services and Service Users using one or more appropriate NHS Safety Thermometers and/or appropriate alternative measurement tools as agreed with the Co-ordinating Commissioner, and must use all reasonable endeavours continuously to improve that performance (or, if it is agreed with the Co-ordinating Commissioner that further improvement is not feasible, to maintain that performance).”

* 1. Insert a new 40.6 as follows:

“40.6 The Provider must identify and give notice to the Co-ordinating Commissioner of the name, address and position in the Provider of the Nominated Individual. The Nominated Individual will be the individual responsible for supervising the management of the Services.”

1. **Clause 41 (Managing Activity and Referrals)**
   1. Delete the text of Clause 41.3 and Clause 41.4 and replace with:

“41.3 The Commissioners must use all reasonable endeavours to:

41.3.1 procure that their agents and practitioners adhere to Referral processes or clinical thresholds set out in Service Specifications, Pathways or Prior Approval Schemes or otherwise agreed between the Parties;

41.3.2 manage Referral levels in accordance with any Activity Planning Assumptions; and

41.3.3 notify the Provider promptly of any anticipated changes in Referral numbers.

41.4 The Provider must:

41.4.1 require its agents, Sub-Contractors and Staff to adhere to any Referral and treatment protocols that may be agreed between the Parties;

41.4.2 use all reasonable endeavours to manage Activity in accordance with Referral processes or clinical thresholds set out in the Service Specifications, Pathways or Prior Approval Schemes and in accordance with any Activity Planning Assumptions; and

41.4.3 comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing patterns of Referrals.”

1. **clause 54 (Governance, Transaction Records and Audit)**
   1. Insert a new Clause 54.1A as follows:

“54.1A The Provider must comply with regulation 17 of the 2014 Regulations.”

* 1. Delete the text of Clause 54.6.1 and replace with:

“54.6.1 for the Co-ordinating Commissioner, may audit the Provider’s coding and units of measurement in relation to the Prices or any other matters in respect of which the Co-ordinating Commissioner appoints an Auditor (including, but not limited to, pass-through costs on high cost drugs, devices and procedures and/or the identification of Chargeable Overseas Visitors and collection of charges from them or other persons liable to pay charges in respect of them under the Overseas Visitor Charging Regulations).”

1. **clause 60 (Data Protection, Freedom of Information and Transparency)** 
   1. Delete the text of Clause 60.3.3 and replace with:

“60.3.3 ensure that the Co-ordinating Commissioner is kept informed at all times of the identities and contact details of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner; and”

* 1. Insert new Clauses 60.3.4, 60.5A and 60.7A as follows:

“60.3.4 ensure that NHS England and HSCIC are kept informed at all times of the identities and contact details of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner via the NHS Information Governance Toolkit.”

and

“60.5A The Provider must ensure that its NHS Information Governance Toolkit submission is audited in accordance with Information Governance Audit Guidance where applicable. The Provider must inform the Co-ordinating commissioner of the results of each audit and publish the audit report both within the NHS Information Governance Toolkit and on its website.”

and

“60.7A The Provider must have in place a communications strategy and implementation plan to ensure that Service Users are provided with, or have made readily available to them, the information specified in paragraph 2(3) of Part II of Schedule 1 DPA and for the dissemination of nationally-produced patient information materials.”

1. **clause 68 (Third Party Rights)**

Delete the text of Clause 68 and replace with the text of Service Condition 29 of the 2015/16 Contract. All numbering and cross-references to be amended accordingly, and any references in the new clause to other conditions, schedules and parts to be read as referring to the equivalent Clause, Section or Part of the Contract.

1. **clause 68B (Duty of Candour)**

Delete the text of Clause 68B and replace with the text of Service Condition 35 of the 2015/16 Contract. All numbering and cross-references to be amended accordingly, and any references in the new clause to other conditions, schedules and parts to be read as referring to the equivalent Clause, Section or Part of the Contract.

1. **PARTICULARS**
   1. Delete the contents of the following Parts of Section B Part 8:
      1. Part 8.1: Quality Requirements (National Quality Requirements only)
      2. Part 8.2: Operational Standards
      3. Part 8.3: Never Events,

and replace with the equivalent Parts 8.1, 8.2 and 8.3 set out in Appendix 2 completed (in the case of the Operational Standards and National Quality Requirements) with local content where applicable. Any references to “Applicable Service Category” to be interpreted as in the 2015/16 Contract.

* 1. Delete the contents of Section B Part 8.4A (*Sanction Variations*) and mark as “not used”.
  2. Delete the contents of Section B Part 14.1 (*Reporting and Information Management*) and replace with the equivalent Section B Part 14.1 set out in Appendix 3, completed with Local Requirements Reported Locally as applicable. Any references in the Contract to Section B Parts 14.2 and 14.3 to be read to refer to the equivalent provisions within Section B Part 14.1.

1. **Counterparts**

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

1. **Precedence of this National Variation Agreement**

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

1. **Continuing effect**

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

1. **Governing Law and Jurisdiction**

This National Variation Agreement shall be subject to the provisions of Clause 79 of the Contract.

**IN WITNESS OF WHICH the Parties have signed this National Variation Agreement 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 |

1. **Definitions**

**Appendix 1 Part 1: New Defined Terms**

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

|  |  |
| --- | --- |
| Term | Definition |
| **1989 Act** | the Children Act 1989 |
| **2004 Act** | the Children Act 2004 |
| **2005 Act** | the Mental Capacity Act 2005 |
| **2014 Act** | the Care Act 2014 |
| **2014 Regulations** | the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, as amended by the Health and Social Care Act 2008 (Regulated Activities) (Amendment) Regulations 2015 |
| **Apology** | a sincere expression of sorrow or regret for the harm that has resulted from a Notifiable Safety Incident , in accordance with the Being Open Framework <http://www.nrls.npsa.nhs.uk/resources/?EntryId45=83726> |
| **Armed Forces Covenant** | the armed forces covenant guidance document and the ‘Armed forces covenant: today and tomorrow’ document outlining actions to be taken, available at: <https://www.gov.uk/government/publications/the-armed-forces-covenant> |
| **Chargeable Overseas Visitor** | a patient who is liable to pay charges for NHS services under the Overseas Visitor Charging Regulations |
| **Code of Practice on the Prevention and Control of Infections** | the Health and Social Care Act 2008: Code of Practice on the prevention and control of infections and related guidance, available at <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance> |
| **EDS2** | the Equality Delivery System for the NHS – EDS2, being a tool designed to help NHS organisations, in discussion with local stakeholders, to review and improve their equality performance for people with characteristics protected by the Equality Act 2010, and to support them in meeting their duties under section 1 of the Equality Act 2010, available at:  <http://www.england.nhs.uk/wp-content/uploads/2013/11/eds-nov131.pdf> |
| **EEA** | European Economic Area |
| **EPRR Guidance** | the emergency preparedness, resilience and response and sustainability guidance published by the Department of Health and NHS England from time to time, including:  (i) NHS England Emergency Planning Framework;  (ii) NHS England Command and Control Framework;  (iii) NHS England Core Standards for Emergency Preparedness, Resilience and Response (EPRR); and  (iv) NHS England Business Continuity Management Framework (Service Resilience),  all available via: <http://www.england.nhs.uk/ourwork/eprr/> |
| **E-Referral Guidance** | the Guidance in relation to E-Referral available at: [www.chooseandbook.nhs.uk/staff/overview/guidance](http://www.chooseandbook.nhs.uk/staff/overview/guidance) |
| **Food Standards Guidance** | 10 key characteristics of good nutritional care (Nutrition Alliance) <http://www.bapen.org.uk/pdfs/coe_leaflet.pdf>;  Nutrition and Hydration Digest (British Dietetic Association) http://[www.bda.uk.com/publications/professional/NutritionHydrationDigest.pdf](http://www.bda.uk.com/publications/professional/NutritionHydrationDigest.pdf);  Malnutrition Universal Screening Tool or equivalent (British Association of Parenteral and Enteral Nutrition) <http://www.bapen.org.uk/pdfs/must/must_full.pdf>;  Government Buying Standards for Food and Catering Services (Department of Environment, Food and Rural Affairs) <https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>;  For staff and visitor catering - Healthier and more sustainable catering guidance – nutrition principles (Public Health England) <https://www.gov.uk/government/publications/healthier-and-more-sustainable-catering-a-toolkit-for-serving-food-to-adults>  More detail can be found at: <https://www.gov.uk/government/publications/establishing-food-standards-for-nhs-hospitals> |
| **Fundamental Standards** | the requirements set out in regulations 9 to 19 of the 2014 Regulations |
| **Health Service Ombudsman** | the Parliamentary and Health Service Ombudsman, the independent body the role of which is to investigate complaints that individuals have been treated unfairly or have received poor service from government departments and other public organisations and the NHS: <http://www.ombudsman.org.uk/> |
| **Hospital Food Standards Report** | the Hospital Food Standards Panel’s report on standards for food and drink in NHS hospitals:  <https://www.gov.uk/governemnt/publictions/establishing-food-standards-for-nhs-hospitals> |
| **Information Governance Audit Guidance** | guidance issued by the Department of Health and/or NHS England available at:  <http://www.gov.uk/government/publications/a-question-of-balance-independent-assurance-of-information-governance-returns> |
| **Information Standards Notice** | an information standards notice published by SCCI |
| **ISB0160** | |  | | --- | | the standard defined in *Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems* , available at: <http://www.isb.nhs.uk/documents/isb-0160/amd-38-2012/index_html> | |
| **LD Guidance** | the model of care set out in the Department of Health publication Transforming care: a national response to Winterbourne View hospital (December 2012), and guidance issued by NHS England from time to time in relation to or pursuant to it available via: <http://www.england.nhs.uk/ourwork/qual-clin-lead/ld/transform-care/> |
| **MCA Policies** | the Provider’s written policies for compliance with the 2005 Act and the Deprivation of Liberty Safeguards, as appended in Section C Part 7.2 (Safeguarding Policies) and updated from time to time in accordance with Clause 24 (Safeguarding Children and Vulnerable Adults) |
| **Mental Capacity and Deprivation of Liberty Lead** | the officer of the Provider responsible for advice, support, training and audit to ensure compliance with the 2005 Act and the Deprivation of Liberty Safeguards and associated codes of practice, identified as such in the Particulars |
| **National Workforce Race Equality Standard** | the workforce race equality standard for the NHS, being a set of eight metrics designed to assist NHS organisations to meet their duties under section 1 of the Equality Act 2010 in respect of the protected characteristic of race, as defined by section 9 of that Act, by improving the experience, treatment and career progression of black and minority ethnic staff, closing any inequality gaps and ensuring that the leadership of NHS organisations better reflects the communities they serve. Further information is available at:  <http://www.england.nhs.uk/ourwork/gov/equality-hub/equality-standard/>  and:  <http://www.england.nhs.uk/ourwork/gov/equality-hub/equality-standard/race-equality-standard-faqs/> |
| **Never Events Policy Framework** | the Never Events Policy Framework, available at: <http://www.england.nhs.uk/ourwork/patientsafety/> |
| **NHS Choice Framework** | the framework providing information about patients’ rights to choice in the NHS: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/299609/2014-15_Choice_Framework.pdf> |
| **NHS Employer** | has the meaning given to it in Annex A to the NHS Terms and Conditions of Service Handbook |
| **NHS E-Referral Services** | the national electronic booking service that gives patients a choice of place, date and time for first hospital or clinic appointments |
| **NHS Sustainable Development Guidance** | the guidance in relation to sustainable development and adaptation to climate change published by the Sustainable Development Unit, available at: <http://www.sduhealth.org.uk/delivery/plans.aspx> |
| **NHS Terms and Conditions of Service Handbook** | the handbook of NHS terms and conditions of service, available at: <http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook> |
| **Nominated Individual** | where the Provider is an individual, that individual; and  where the Provider is not an individual, an individual who is employed (within the meaning of the 2014 Regulations) as a director, manager or the company secretary of the Provider (and who will, where appropriate, be the nominated individual notified to CQC in accordance with regulation 6 of the 2014 Regulations) |
| **Notifiable Safety Incident** | has the definition given to it in the 2014 Regulations |
| **Open API Policy** | the guidance available at: <http://www.england.nhs.uk/ourwork/tsd/sst/the-open-api-policy> |
| **Overseas Visitor Charging Guidance** | any guidance issued from time to time by the Secretary of State or by NHS England on the making and recovery of charges under the Overseas Visitor Charging Regulations, including that available via: [www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations](http://www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations) |
| **Overseas Visitor Charging Regulations** | the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available via: [www.legislation.gov.uk](http://www.legislation.gov.uk) |
| **Pathway** | an evidence-based plan of goals and key elements of care for a Service User that facilitates the communication, co-ordination of roles and sequencing of the activities of a multi-disciplinary care team, Service Users, Carers and Legal Guardians, the aim of which is to enhance quality of care by improving Service User outcomes, promoting Service User safety, increasing Service User satisfaction and optimising the use of resources |
| **Post Event Message** | a message summarising the Provider’s contact with a Service User |
| **Public Contract Regulations** | the Public Contract Regulations 2015 |
| **Redundancy Repayment** | the sum £R, calculated as follows:  **£R** = (**S** x (**A** – **B**)) – (**C** + **D**),  where:  **S** is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change  **A** is the number of years used in the calculation of the contractual redundancy payment;  **B** is the number of complete calendar months between the date of termination of the individual’s employment by the NHS Employer and the date of commencement of their employment or engagement with the Provider or Sub-Contractor;  **C** is the total statutory redundancy payment that the individual was were entitled to receive on redundancy from the NHS Employer; and  **D** is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,  **But** for the avoidance of doubt the individual will have no liability to repay any sum if **B** is greater than or equal to **A** |
| **Safeguarding Guidance** | Working Together to Safeguard Children - A guide to inter-agency working to safeguard and promote the welfare of children – statutory guidance  <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf>  Care and Support Statutory Guidance issued under the Care Act  <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf> |
| **Safeguarding Training Guidance** | Guidance in relation to safeguarding published by the Department for Education, including Safeguarding children and young people: roles and competencies for health care staff, available at: <http://www.rcpch.ac.uk/system/files/protected/page/Safeguarding%20children%20and%20young%20people%20-%20%20roles%20and%20competencies%20for%20health%20care%20staff%20-%20Intercollegiate%20document%20March%202014.pdf> |
| **Standardisation Committee for Care Information** or **SCCI** | the body with delegated responsibility for appropriate information standards for the health and social care system (or that body’s predecessor):  <http://www.england.nhs.uk/iscg/scci> |
| **Significant Incident or Emergency** | an event or occurrence which:    (i) constitutes an emergency for the purposes of the Civil Contingencies Act 2004; and/or  (ii) constitutes an emergency under local and community risk registers; and/or  (iii) is designated as a significant or emergency incident under the Incident Response Plan |
| **Specialised Services** | the prescribed specialised services commissioned by NHS England as specified in the identification rules available at:  <http://www.england.nhs.uk/wp-content/uploads/2012/11/pss-ir.pdf> |
| **Staff Survey Guidance** | guidance on the implementation of the NHS staff surveys and their applicability to different providers, available at:  http;//www.nhsstaffsurveys.com |
| **Transfer and Discharge Guidance** | the guidance Ready to Go? Planning the Discharge and Transfer of Patients from Hospital and Intermediate Care 2010 http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\_113950 and Refocusing the Care Programme Approach: policy and positive practice guidance 2008 <http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_083647> |
| **UK Standard Methods for Investigation** | a comprehensive referenced collection of recommended algorithms and procedures for clinical microbiology: <https://www.gov.uk/government/collections/standards-for-microbiology-investigations-smi> |
| **Very Senior Manager** | whether or not the relevant NHS Employer operates the Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts), an individual as described in paragraph 4 of that framework, whether that individual is engaged under a contract of employment or a contract for services |

**Appendix 1 Part 2: Variations to Defined Terms**

Delete the definitions given to the following defined terms and replace with the amended definitions as follows:

|  |  |
| --- | --- |
| **Term:** | **Comment:** |
| **Actual Annual Value** | amend the definition as follows:  “for the relevant Contract Year the aggregate of all payments made to the Provider under this Contract in respect of Services delivered in that Contract Year (excluding payments in relation to any CQUIN Indicator or Local Incentive Scheme and after any deductions, withholdings or set-off), as reconciled under Clause 7 (*Prices and Payment*). For the purposes of Section B Part 8.1 (*Quality Requirements*) and Clause 7A (*Commissioning for Quality and Innovation (CQUIN)*) only, the Actual Annual Value will exclude the value of any items or Activity on which CQUIN is not payable, as set out in CQUIN Guidance” |
| **Actual Monthly Value** | amend the definition as follows:  “for the relevant month the aggregate of all payments made to the Provider under this Contract in respect of Services delivered in that month (excluding payments in relation to any CQUIN Indicator or Local Incentive Scheme and after any deductions, withholdings or set-off), as reconciled under Clause 7 (*Prices and Payment*), excluding the value of any items or Activity on which CQUIN is not payable, as set out in CQUIN Guidance” |
| **Actual Quarterly Value** | amend the definition as follows:  “for the relevant Quarter the aggregate of all payments made to the Provider under this Contract in respect of Services delivered in that Quarter (excluding payments in relation to any CQUIN Indicator or Local Incentive Scheme but before any deductions, withholdings or set-off), as reconciled under Clause 7 (*Prices and Payment*), excluding the value of any items or Activity on which CQUIN is not payable, as set out in CQUIN guidance” |
| **Delivery Method** | amend the definition as follows:  “(i) secure email using an NHS Net secure account or equivalent; or   1. secure fax; or 2. direct automatic transfer onto the GP practice electronic patient record system through a suitable secure interface,   as required or permitted by the relevant Transfer of and Discharge from Care Protocol*,* but noting that the issue of (a) Discharge Summaries in respect of Acute services, or (b) Discharge Summaries in respect of any services provided by any NHS Foundation Trust or NHS Trust, or (c) Post Event Messages in respect of NHS111 services, by secure fax to GPs, NHS Foundation Trusts or NHS Trusts, will not be permitted with effect from 1 October 2015” |
| **FFT Guidance** | amend the definition as follows:  “the NHS Friends and Family Test Implementation Guidance available at <http://www.England.nhs.uk/ourwork/pe/fft/> “ |
| **National Tariff** | amend the definition as follows:  “the national tariff, as published by Monitor under section 116 of the 2012 Act (including any rules included under section 116(4)(b) of the 2012 Act), as applicable at the time at which the relevant Service is provided” |
| **Never Event** | amend the definition as follows:  “an event or occurrence in relation to a Service User as so defined in the Never Events Policy Framework from time to time” |
| **Shared Decision Making** | amend the definition as follows:  “The process of discussing options and the risks and benefits of various actions and courses of care or treatment based on the needs, goals and personal circumstances of the Service User, with a Service User and/or their Carer or Legal Guardian (as appropriate).  A range of tools are available to support this, including Patient Decision Aids. See: <http://www.england.nhs.uk/ourwork/pe/sdm/tools-sdm/pda>” |
| **Variable Elements** | The definition of “Variable Sections” shall be deemed to be amended so that those Sections which have been varied by this National Variation Agreement shall only be variable to the extent that the equivalent provisions in the 2015/16 Contract can be varied under the 2015/16 Contract |
| **WIthholding and Retention of Payment Provisions** | the provisions in this Contract relating to withholding and/or retention of payment as set out in Clause 39.14 and Clause 39.18 |

1. **Operational Standards, National Quality Requirements and Never Events,**

**Section B Part 8.2: Operational Standards**

| **Ref** | **Operational Standards** | **Threshold**  **(2015/16)** | **Method of Measurement**  **(2015/16)** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **RTT waiting times for non-urgent consultant-led treatment** |  |  |  |  |  |
| E.B.1 | 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 |
| E.B.2 | 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 |
| E.B.3 | 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 at the end of the month exceeds the tolerance permitted by the threshold, £150 in respect of each excess breach above that threshold | Monthly | Services to which 18 Weeks applies |
|  | **Diagnostic test waiting times** |  |  |  |  |  |
| E.B.4 | 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 at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold | Monthly | A  CS  CR  D  S |
|  | **A&E waits** |  |  |  |  |  |
| E.B.5 | 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, £120 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month | Monthly | A+E  U |
|  | **Cancer waits - 2 week wait** |  |  |  |  |  |
| E.B.6 | 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 | A  CR  R |
| E.B.7 | 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 | A  CR  R |
|  | **Cancer waits – 31 days** |  |  |  |  |  |
| E.B.8 | 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 | A  CR  R |
| E.B.9 | 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 | A  CR  R |
| E.B.10 | 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 | A  CR  R |
| E.B.11 | 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 | A  CR  R |
|  | **Cancer waits – 62 days** |  |  |  |  |  |
| E.B.12 | 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 | A  CR  R |
| E.B.13 | 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 | A  CR  R |
| E.B.14 | 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 | A  CR  R |
|  | **Category A ambulance calls** |  |  |  |  |  |
| E.B.15.i | 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 |
| E.B.15.ii | 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 |
| E.B.16 | 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** |  |  |  |  |  |
| E.B.S.1 | Sleeping Accommodation Breach | >0 | Verification of the monthly data provided pursuant to Section B Part 14.1 in accordance with the Professional Letter | £250 per day per Service User affected | Monthly | A  CR  MH |
|  | **Cancelled operations** |  |  |  |  |  |
| E.B.S.2 | 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 | A  CR  S |
|  | **Mental health** |  |  |  |  |  |
| E.B.S.3 | 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 | MH  MHSS |

**Section B Part 8.1: National Quality Requirements**

|  | **National Quality Requirement** | **Threshold**  **(2015/16)** | **Method of Measurement**  **(2015/16)** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| E.A.S.4 | Zero tolerance MRSA | >0 | Review of monthly Service Quality Performance Report | £10,000 in respect of each incidence in the relevant month | Monthly | A |
| E.A.S.5 | Minimise rates of Clostridium difficile | [Insert Baseline Threshold identified for Provider] | Review of monthly Service Quality Performance Report | As set out in Section B Part 8.5, in accordance with applicable Guidance | Annual | A |
| E.B.S.4 | 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 |
| E.B.S.7a | 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 |
| E.B.S.7b | 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 E.B.S.7a consequence) in the relevant month | Monthly | A+E |
| E.B.S.8a | Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes | >0 | Review of monthly Service Quality Performance Report | £20 per event where > 30 minutes in the relevant month | Monthly | AM |
| E.B.S.8b | Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes | >0 | Review of monthly Service Quality Performance Report | £100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month | Monthly | AM |
| E.B.S.5 | 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 |
| E.B.S.6 | 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 | A  CR |
|  | 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 | A  MH  MHSS  CR  R |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with Clause 68B | Review of monthly Service Quality Performance Report | 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 | A  MH  MHHS |
|  | 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 | MH  MHSS |
|  | 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 | MH  MHSS |

**Section B Part 8.3: Never Events**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Never Event Breach** | **Threshold** | **Method of Measurement** | **Never Event Consequence (per occurrence)** | **Applicability** | **Applicable Service Category** |
| The occurrence of a Never Event as defined in the Never Events Policy Framework from time to time | >0 | Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report | In accordance with Never Events Policy Framework, 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 and settings | All |

1. **Reporting Requirements**

**Section B Part 14.1: Reporting Requirements (all Providers other than Small Providers)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** | **Application** |
| **National Requirements Reported Centrally** |  |  |  |  |
| 1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at [https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R\*](https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*)   where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| 1. Patient Reported Outcome Measures (PROMS) | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| **National Requirements Reported Locally** |  |  |  |  |
| 1. Activity and Finance Report | Monthly | [For local agreement] | By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable | **All** |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: 2. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; 3. details of all requirements satisfied; 4. details of, and reasons for, any failure to meet requirements 5. the outcome of all Root Cause Analyses and audits performed pursuant to Clause 32 (*Venous Thromboembolism*) 6. report on performance against the HCAI Reduction Plan | Monthly | [For local agreement] | Within 15 Operational Days of the end of the month to which it relates. | **All**  **All**  **All**  **A**  **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 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. NHS Safety Thermometer Report, detailing and analysing: 2. data collected in relation to each relevant NHS Safety Thermometer; 3. trends and progress; 4. actions to be taken to improve performance. | [Monthly, or as agreed locally] | [For local agreement], according to published NHS Safety Thermometer reporting routes | [For local agreement], according to published NHS Safety Thermometer reporting routes | **All (not AM, Ph, D, 111, PT)** |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement] | [For local agreement] | [For local agreement] | **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. Summary report of all incidents requiring reporting | Monthly | [For local agreement] | [For local agreement] | **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 to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Initial Standard Specification   <http://www.isb.nhs.uk/documents/isb-1594/amd-31-2012/index_html#Information> | Monthly | As set out in relevant Guidance | As set out in relevant Guidance | **A**  **A+E**  **U** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with Clause 23.2 (*Staff*) | 1. monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time) | [For local agreement] | [For local agreement] | **All** |
| 1. Report on compliance with National Workforce Race Equality Standard | Annually | [For local agreement] | [For local agreement] | **All** |
| 1. Specific reports required by NHS England in relation to specialised services as set out at   <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting>  (where not otherwise required to be submitted as a national requirement reported centrally or locally) | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/s-reporting> | **Specialised Services** |
| **Local Requirements Reported Locally** |  |  |  |  |
| **Insert as agreed locally** |  |  |  |  |

**Section B Part 14.1: Reporting Requirements (Small Providers only)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** | **Application** |
| **National Requirements Reported Centrally** |  |  |  |  |
| 1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at [https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R\*](https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*)   where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **Small Providers** |
| **National Requirements Reported Locally** |  |  |  |  |
| 1. Activity and Finance Report | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] | **Small Providers** |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] | **Small Providers** |
| 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 | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] | **Small Providers** |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] | **Small Providers** |
| 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 | **Small Providers** |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] | **Small Providers** |
| 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 | **Small Providers** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with Clause 23 (*Staff*) | 6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time) | [For local agreement] | [For local agreement] | **Small Providers** |
| **Local Requirements Reported Locally** |  |  |  |  |
| **Insert as agreed locally** |  |  |  |  |