



**NHS Standard Contract 2015/16**

**Particulars**

**NHS Standard Contract**

**2015/16**

**Particulars**

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

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

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**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 GC13 (*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** |  |
| **Service Commencement Date** |  |
| **Contract Term** | **[ ] years/months commencing on the Effective Date** |
| **Option to extend Contract Term** | **YES/NO****By [ ] months/years** |
| **Expiry Date** | **[ ]** |
| **Commissioner Notice Period (for termination under GC 17.2)** | **[12 months] [*Or shorter period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here*]** |
| **Commissioner Earliest Termination Date** | **[12 months after the Service Commencement Date] [*Or shorter period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here*]** |
| **Provider Notice Period (for termination under GC17.3)** | **[12 months] [*Or shorter period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here*]**  |
| **Provider Earliest Termination Date** | **[12 months after the Service Commencement Date] [*Or shorter period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here*]** |

|  |  |
| --- | --- |
| **SERVICES** |  |
| **Service Categories** | **Indicate all that apply** |
| **Accident and Emergency (A+E)** |  |
| **Acute Services (A)** |  |
| **Ambulance Services (AM)** |  |
| **Cancer Services (CR)** |  |
| **Continuing Healthcare Services (CHC)** |  |
| **Pharmacy-delivered Community Services (Ph)** |  |
| **Community Services (CS)** |  |
| **Diagnostic, Screening and/or Pathology Services (D)** |  |
| **End of Life Care Services (ELC)** |  |
| **Mental Health and Learning Disability Services (MH)** |  |
| **Mental Health and Learning Disability Secure Services (MHSS)** |  |
| **NHS 111 Services (111)** |  |
| **Patient Transport Services (PT)** |  |
| **Radiotherapy Services (R)** |  |
| **Surgical Services in a Community Setting (S)** |  |
| **Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)** |  |
| **Specialised Services** |  |
| **Services comprise or include Specialised Services commissioned by NHS England** | **YES/NO** |
| **Service Requirements** |  |
| **Indicative Activity Plan** | **YES/NO** |
| **Activity Planning Assumptions** | **YES/NO** |
| **Essential Services (NHS Trusts only)** | **YES/NO** |
| **Services to which 18 Weeks applies** | **YES/NO** |

|  |  |
| --- | --- |
| **PAYMENT** |  |
| **National Prices** | **[List Services to which National Prices apply, by Specification No., where applicable]**  |
| **Small Provider** | **YES/NO** |
| **Expected Annual Contract Value Agreed** | **YES/NO** |
| **SUS applies** | **YES/NO** |

|  |  |
| --- | --- |
| **QUALITY** |  |
| **Provider type** | **NHS Foundation Trust/NHS Trust****Other** |
| **Clostridium Difficile Baseline Threshold (Acute Services only)** | **[ ] or Nil or Not applicable** |

|  |  |
| --- | --- |
| **GOVERNANCE AND REGULATORY** |  |
| **Nominated Mediation Body** | **CEDR/Other – [ ]**  |
| **Provider’s Nominated Individual** | **[ ]****Email: [ ]****Tel: [ ]** |
| **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 Lead** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Mental Capacity and Deprivation of Liberty Lead** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Provider’s Prevent Lead** | **[ ]****Email: [ ]****Tel: [ ]** |

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

# 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 the following Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner: [*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT*]
6. [A copy of the/each Direction Letter]
7. [Insert text locally as required]
 |

The Provider must complete the following actions:

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

**SCHEDULE 1 – SERVICE COMMENCEMENT**

**AND CONTRACT TERM**

1. **Commissioner Documents**

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

**SCHEDULE 1 – SERVICE COMMENCEMENT**

**AND CONTRACT TERM**

## Extension of Contract Term

*To be included only in accordance with NHS Standard Contract Technical Guidance.*

1. 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).
2. 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.
3. 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
4. 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 4A-D)**
	2. **Applicable CQUIN goals (See Schedule 4E)**
 |
| **6. Location of Provider Premises** |
| **The Provider’s Premises are located at:** |
| **7. Individual Service User Placement** |
|  |

# SCHEDULE 2 – THE SERVICES

## A1. Specialised Services – Derogations from National Service Specifications

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

# SCHEDULE 2 – THE SERVICES

1. **Indicative Activity Plan**

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

# SCHEDULE 2 – THE SERVICES

1. **Activity Planning Assumptions**

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

# SCHEDULE 2 – THE SERVICES

1. **Essential Services (NHS Trusts only)**

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

# SCHEDULE 2 – THE SERVICES

1. **Essential Services Continuity Plan (NHS Trusts only)**

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

# SCHEDULE 2 – THE SERVICES

1. **Clinical Networks**

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

# SCHEDULE 2 – THE SERVICES

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

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

# SCHEDULE 2 – THE SERVICES

1. **Transition Arrangements**

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

# SCHEDULE 2 – THE SERVICES

1. **Exit Arrangements**

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

# SCHEDULE 2 – THE SERVICES

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

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

# SCHEDULE 2 – THE SERVICES

1. **Safeguarding Policies and Mental Capacity Act Policies**

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

# SCHEDULE 2 – THE SERVICES

1. **Provisions Applicable to Primary Care Services**

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

# SCHEDULE 3 – PAYMENT

## 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** |

**SCHEDULE 3 – PAYMENT**

## 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** |

**SCHEDULE 3 – PAYMENT**

## 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*.

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

**SCHEDULE 3 – PAYMENT**

## 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** |

**SCHEDULE 3 – PAYMENT**

##  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** |

**SCHEDULE 3 – PAYMENT**

## Expected Annual Contract Values

|  |  |
| --- | --- |
| **Commissioner** | **Expected Annual Contract Value***(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4E, as required under SC38.3.)* |
| **Insert text and/or attach spreadsheets or documents locally** |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total** |  |

**SCHEDULE 3 – PAYMENT**

## Notices to Aggregate / Disaggregate Payments

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

**SCHEDULE 3 – PAYMENT**

## 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

##  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.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 | (Up to and including 30 September 2015) 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(With effect from 1 October 2015) Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £300 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 | ACSCRDS |
|  | **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+EU |
|  | **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 | ACRR |
| 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 | ACRR |
|  | **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 | ACRR |
| 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 | ACRR |
| 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 | ACRR |
| 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 | ACRR |
|  | **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 | ACRR |
| 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 | ACRR |
| 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 | ACRR |
|  | **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 Schedule 6B in accordance with the Professional Letter | £250 per day per Service User affected | Monthly | ACRMH |
|  | **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 | ACRS |
|  | **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 | MHMHSS |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

## 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 Schedule 4G, 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 | 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 in accordance with SC35 | 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 | 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 |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

## Local Quality Requirements

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Specification** |
| --- | --- | --- | --- | --- | --- |
| **Insert text and/or attach spreadsheet or documents locally** |  |  |  |  |  |
|  |  |  |  |  |  |
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**SCHEDULE 4 – QUALITY REQUIREMENTS**

## 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 |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

**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** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Incentive Scheme**

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

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Clostridium difficile**

**Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust (Acute Services only)**

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: <http://www.england.nhs.uk/ourwork/patientsafety/associated-infections/clostridium-difficile/>)

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 SC36.47 (*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 (Acute Services only)**

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 SC36.47 (*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.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

## H. **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

## 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** |  |
|  |  |
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|  |  |

**SCHEDULE 5 - GOVERNANCE**

## B1. Provider’s Mandatory Material Sub-Contracts

|  |  |  |  |
| --- | --- | --- | --- |
| **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** |  |  |  |
|  |  |  |  |
|  |  |  |  |
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**SCHEDULE 5 - GOVERNANCE**

## B2. Provider’s Permitted Material Sub-Contracts

|  |  |  |  |
| --- | --- | --- | --- |
| **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** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**SCHEDULE 5 - GOVERNANCE**

## 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** |  |
|  |  |
|  |  |

**SCHEDULE 5 - GOVERNANCE**

1. **Commissioner Roles and Responsibilities**

|  |  |
| --- | --- |
| **Co-ordinating Commissioner** | **Role/Responsibility** |
| **Insert text locally** |  |
|  |  |
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**SCHEDULE 5 - GOVERNANCE**

1. **Partnership Agreements**

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

|  |  |  |
| --- | --- | --- |
| **Date** | **Parties** | **Description** |
| **Insert text locally or state Not Applicable** |  |  |
|  |  |  |
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**To which a Commissioner is a party:**

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

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

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 SC22 (*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 GC5.2(*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** |  |  |  |  |

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

**B 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 GC5.2 (*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** |  |  |  |  |

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

1. **Data Quality Improvement Plan**

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

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

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** |

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

1. **Service Development and Improvement Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Milestones** | **Timescales** | **Expected Benefit** | **Consequence of Achievement/ Breach** |
| **Insert text locally**  |  |  |  | [Subject to GC9 (*Contract Management*)] or [locally agreed] |
|  |  |  |  |  |

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

1. **Surveys**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Survey** | **Frequency** | **Method of Reporting** | **Method of Publication** | **Application** |
| 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 | **All** |
| Service User Survey [**Insert further description locally**] |  |  |  | **All** |
| Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)**[Other]****[insert further description locally]**  |  |  |  | **All (not Small Providers)** |
| Carer Survey[**Insert further description locally**] |  |  |  | **All** |
| [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**

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