



NHS Standard Contract

2015/2016/16/17 Particulars (Full Length)
(draft for consultation)

Contract title/ref:

NHS England INFORMATION READER BOX

Commissioning Operations	Patients and Information
Trans. & Corp. Ops.	Commissioning Strategy
	• 1

	Publications Gateway F	Reference: 04208
Author NHS Standard Contract Team Publication Date February 2016 Target Audience CCG Clinical Leaders, CCG Accountable Officers, CSU Managing Directors, Care Trust CEs, Foundation Trust CEs, Local Authority CE NHS Trust Board Chairs, NHS England Regional Directors, Directors Finance, NHS Trust CEs, Parties to NHS Standard Contract (commissioners and providers) Additional Circulation List Description This Delta View comparison document shows the 'tracked changes' between the NHS Standard Contract 2015/16, and the draft NHS Standard Contract 2016/17. The Delta View should be used for comparison purposes only. Cross Reference NHS Standard Contract 2015/16 and draft NHS Standard Contract 2016/17 https://www.england.nhs.uk/nhs-standard-contract/ Superseded Docs (if applicable) Action Required Submit comments on the NHS Standard Contract 2016/17 to england.contractsengagement@nhs.net Timing / Deadlines (if applicable) By 16 March 2016 Contact Details for further information NHS Standard Contract Team 4E64 Quarry House Quarry Hill Leeds LS2 7UE england.contractsengagement@nhs.net	Document Purpose	Resources
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england.contractsengagement@nhs.net		
Document Status		https://www.england.nhs.uk/nhs-standard-contract/16-17/

Document Status

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NHS Standard Contract

20152016/1617 Particulars

Version number: 1

First published: March 2015 February 2016

Prepared by: NHS Standard Contract Team

nhscb.contractshelp@nhs.net



Publications Gateway Reference: 0317504211

Document Classification: Official

Contract Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] Years/Monthsyears/months commencing [] [Subject to extension(or as extended in accordance with Schedule 1C-where applicable)]
COMMISSIONERS	[] CCG (ODS []) [] CCG (ODS []) [] CCG (ODS []) [NHS England]
	[Local Authority]
CO-ORDINATING CommissionerCOMMISSIONER	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []

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Complaints
Services Environment and Equipment
Sustainable Development
Food Standards
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HCAI Reduction Plan - Antimicrobial Resistance and Healthcare
Associated Infections
Venous Thromboembolism
Service User Health Records
NHS Counter-Fraud and Security Management
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Managing Activity and Referrals
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GENERAL CONDITIONS

GC1	Definitions and Interpretation
GC2	Effective Date and Duration
GC3	Service Commencement
GC4	Transition Period
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CONTRACT

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

- 1. thethese Particulars;
- 2. the Service Conditions (Full Length);
- 3. the General Conditions (Full Length),

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	[The date of this Contract] [or as specified here]
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	[] years/months commencing on the Effective Date [] [(or as extended in accordance with Schedule 1C)]
Option to extend Contract Term	YES/NO By [] months/years
Expiry Date	[
Commissioner Notice Period (for termination under GC 17.2)	[12 months] [Or shorterother 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 shorterother 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 shorterother 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 shorterother period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]

SERVICES	
Samina Catagoria	Indicate all that apply
Service Categories	Indicate <u>all</u> 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 and other services directly commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly 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	
Expected Annual Contract Value Agreed	YES/NO
Must data be submitted by SUS for any of the Services?	YES/NO
QUALITY	
Provider type	NHS Foundation Trust/NHS Trust
	<u>Other</u>
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	
<u>Officer</u>	Email: [] Tel: []
Provider's Safeguarding Lead	

	Email: [] Tel: []
Provider's Child Sexual Exploitation Lead	<u>rei.</u>
TO THE SECOND PROPERTY AND ADDRESS OF THE SECOND PROPERTY ADDRESS OF THE SECOND PROPERTY AND ADDRESS OF THE SECOND PROPERTY ADDRESS OF THE SECOND PROPERTY AND ADDRESS OF THE SECOND PROPERTY ADDRESS OF THE SECOND PROPERTY AND ADDRESS OF THE SECOND PROPERTY ADDRESS OF THE SECOND	Email: [
	Tel: [
Provider's Mental Capacity and	
Deprivation of Liberty Lead	Email: [
	<u>Tel: []</u>
Provider's Prevent Lead	Emplis F
	Email: []
Provider's Freedom To Speak Up	
Guardian	Email: [
	<u>Tel: [</u>]
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: []
Addresses for service of notices	co-ordinating commissioner.
	Address: []
	Email: []
	<u> </u>
	Commissioner: []
	Address: []
	Email: []
	INSERT AS ABOVE FOR
	EACH COMMISSIONER]
	Provider: []
	Address: []
	Email: []
Frequency of Review Meetings	Ad hoc/Monthly/Quarterly/Six Monthly
requericy of Neview Meetings	Au noc/wonthly/Quarterly/SIX Wonthly
Commissioner Representative(s)	
	Address: []
	THE STATE OF THE S

	Email: []
	<u>Tel: []</u>
<u>Provider Representative</u>	<u> </u>
	Address: []
	<u>rtadiood j</u>
	Email: []
	<u>Tel: [</u>]
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
Exposited / iiiiidal Goilliagt Value / igiood	125/110
OHO and Par	VEONO
SUS applies	YES/NO
QUALITY	
407.	
Provider type	NHS Foundation Trust/NHS Trust
	Other
Cleatedium Difficile Decaling Three Lab	f Low Nill on Not on with a late
Clostridium Difficile Baseline Threshold (Acute Services only)	J or NII or Not applicable
(Modite Services Offiy)	

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	
Trovider Representative	
	Address: [
	Email: [
	Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. 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

B. Commissioner Documents

Date	Document	Description
Insert text locally or state Not Applicable		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. 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 tobefore 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 Coordinating 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:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 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

A. 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

Nο

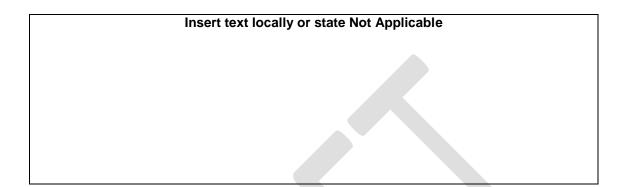
Servi	се	
Comn	nissioner Le	ad
Provid	der Lead	
Perio	d	
Date of	of Review	
1.	Population	Needs
1.1	National/local	context and evidence base
2.	Outcomes	
2.1	NHS Outcome	es Framework Domains & Indicators
	Domain 1	Preventing people from dying prematurely
	Domain 2	Enhancing quality of life for people 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	
	<u> </u>	
3.1	Aims and obje	ectives of service
3.2	Service descr	iption/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)
	(eg Royal Colleges)
4.3	Applicable local standards
5.	Applicable quality requirements and CQUIN goals
5.1	Applicable Quality Requirements (See Schedule 4A-D)
5.1	Applicable Quality Requirements (See Schedule 4A-D)
5.2	Applicable CQUIN goals (See Schedule 4E)
6.	Location of Provider Premises
The D	rovider's Premises are located at:
ine Pi	rovider's Premises are located at:
7.	Individual Service User Placement

A1. Specialised Services – Derogations from National Service Specifications

Insert text locally or state Not Applicable

B. Indicative Activity Plan



C. Activity Planning Assumptions

Insert text locally or state Not Applicable	



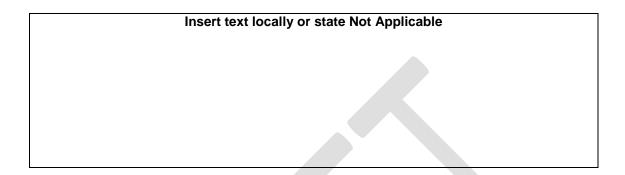
D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

E. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable		

F. Clinical Networks



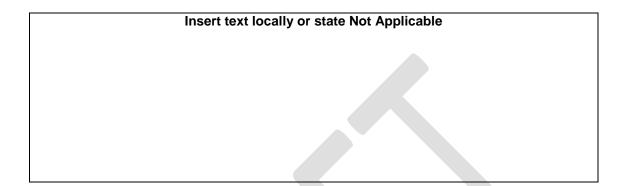


G. Other Local Agreements, Policies and Procedures

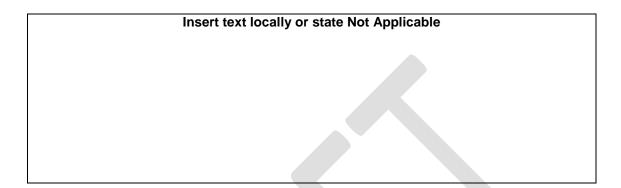
Policy	Date	Weblink
Insert text locally or state Not Applicable		



H. Transition Arrangements



I. Exit Arrangements



J. Transfer of and Discharge from Care Protocols

Insert text locally

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally

L. Provisions Applicable to Primary Care Services

Insert text locally or state Not Applicable		



SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

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

in respect of any departure from an applicable national currency; insert text attach spreadsheets or documents locally – or state Not Applicable	

SCHEDULE 3 - PAYMENT

B. Local Variations

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

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

SCHEDULE 3 - PAYMENT

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by Monitor (available at: http://www.monitor.gov.uk/locallydeterminedprices). For each Local Modification application granted by Monitor, copy or attach the decision notice published by Monitor. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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

D. Marginal Rate Emergency Rule: Agreed Baseline Value

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



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

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



F. Expected Annual Contract Values

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



G. Notices to Aggregate / Disaggregate Payments Timing and Amounts of Payments in First and/or Final Contract Year

Insert text locally as and when required or state Not Applicable



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

Insert text and/or attach spread	sheets or documents locally – or state Not Applicable

A. Operational Standards

Ref	Operational Standards RTT waiting times for	Threshold (2015/2016/16/17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
	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 Reports	Where the number of breaches Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the	Monthly	Services to which 18 Weeks applies

Ref	Operational Standards	Threshold (2015/2016/46 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
	* =			threshold, £150300 in respect of each excess breach such Service User above that threshold		
	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 Reports	Where the number of breaches Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach such Service User above that threshold	Monthly	A CS CR D
	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 Reports	Where the number of breaches Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each excess breach such Service User	Monthly	A+E U

Ref	Operational Standards	Threshold (2015/2016/16)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
				above that threshold. To the extent that the number of breaches such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month		
	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 Reports	Where the number of breaches in Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach such Service User 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	Operating standard of 93%	Review of monthly Service Quality Performance Report Reports	Where the number of breaches in Service Users who have waited more than two months during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect	Quarterly	A CR R

Ref	Operational Standards	Threshold (2015/2016/46 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
	appointment*			of each excess breachsuch Service User above that threshold		
	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 Reports	Where the number of breaches in Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breachsuch Service User 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 Reports	Where the number of breaches in Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach such Service User 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 Reports	Where the number of breaches in Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold,	Quarterly	A CR R

Ref	Operational Standards	Threshold (20152016/16 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
				£1,000 in respect of each excess breachsuch Service User above that threshold		
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 ReportReports	Where the number of breaches in Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach such Service User 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 Reports	Where the number of breaches in Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach such Service User 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	Operating standard of 90%	Review of monthly Service Quality Performance Report Reports	Where the number of breaches in Service Users in the Quarter who have waited more than 62 days during the Quarter	Quarterly	A CR R

Ref	Operational Standards	Threshold (20152016/16 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
	first definitive treatment for all cancers*			exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach such Service User above that threshold		
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	# CF #
	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%	Review of Service Quality Performance measured monthly with annual reconciliation Reports	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 Where, for the Contract Year as a whole, the number of Red 1 calls where the emergency response did not arrive within 8 minutes exceeds	Monthly withholding, annual reconciliation Annual	AM

Ref	Operational Standards	Threshold (20152016/16 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
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%	Review of Service Quality Performance measured monthly with annual reconciliation Reports	the 75% tolerance permitted by the threshold, or the withheld sums returned (with no interest) if annual performance is met £300 in respect of each call above that threshold Monthly withhelding 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 Where, for the Contract Year as a whole, the number of Red 2 calls where the emergency response did not arrive within 8 minutes exceeds the tolerance permitted by the threshold, or the withheld sums returned (with no interest) if annual performance is met £100 in respect of each call above that	Monthly withholding, annual reconciliation Annu al	AM
E.B.16	Percentage of Category A calls resulting in an	Operating standard of	Review of Service Quality Performance measured	threshold** Monthly withholding of 2% of Actual Monthly Value	Monthly withholding, annual	AM

Ref	Operational Standards	Threshold (2015 <u>2016</u> / 16 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
	ambulance arriving at the scene within 19 minutes <u>*</u>	95%	monthly with annual reconciliation Reports	with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met Where, for the Contract Year as a whole, the number of calls where the response did not arrive within 19 minutes exceeds the tolerance permitted by the threshold, or the withheld sums returned (with no interest) if annual performance is met £100 in respect of each call above that threshold**	reconciliation Annu	
	Mixed sex accommodation breaches					
E.B.S.1	Sleeping Accommodation BreachMixed sex accommodation breach*	>0	Verification of the monthly data provided pursuant to Schedule 6B in accordance with the Professional LetterReview of Service Quality Performance Reports	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					

Ref	Operational Standards	Threshold (2015/2016/46 17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
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* Mental health	Number of Service Users who are not offered another binding date within 28 days >0	Review of monthly Service Quality Performance ReportReports	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of rescheduled episode of care	Monthly	A CR S
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 breachesService Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach such Service User above that threshold	Quarterly	MH MHSS

In respect of those Operational Standards shown in **bold italics**, the provisions of SC36.37A apply.

^{*(}as further described in Technical Guidance for Commissioners, available at https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/)

** (The Co-ordinating Commissioner has discretion to vary the consequence of breach, in agreement with the Provider, where it is appropriate to do so to take account of the operation of a nationally-approved pilot project.)



B. National Quality Requirements

	National Quality Requirement	Threshold (2015/2016/461/2)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
E.A.S.4	Zero tolerance MRSA methicillin-resistant Staphylococcus aureus*	>0	Review of monthly Service Quality Performance Report Reports	£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 Reports	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 Reports	£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 Reports	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

	National Quality Requirement	Threshold (2015/2016/46/1/2)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
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 Reports	£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 Reports	£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 Reports	£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 <u>*</u>	>0	Review of monthly Service Quality Performance Report Reports	£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 ReportReports	£5,000 per incidence in the relevant month	Monthly	A CR

National Quality Requirement	Threshold (20152016/161 7)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance	95% Continuing	Review of monthly Service Quality Performance ReportReports Publication on Provider's	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 ssue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly Quarterly Monthly	A
	failure to publish	website	of the Actual Monthly Value per month until publication		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 SC35Regulatio n 20 of the 2014	Review of monthly Service Quality Performance Report Reports	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

National Qualit Requirement	y Threshold (2015 2016/ 16 1 <u>7</u>)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
Completion of a NHS Number fie mental health ar commissioning of submitted via SI defined in Contr	eld in and acute data sets JS, as act	Review of 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	A MH MHHS
Completion of a NHS Number fie mental health ar acute A&E comm data sets submi SUS, as defined Contract Techni Guidance	eld in nd nissioning tted via	Review of monthly Service Quality Performance ReportReports	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 <u>&E</u>
Completion of a NHS Number fice commissioning of submitted via SI Health Services ethnicity coding Service Users, a in Contract Tech Guidance	standard of Standard of Standard of 90% Data Set for all as defined	Review of monthly Service Quality Performance ReportReports	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&EMH MHSS
Completion of WHEALTH MIND Data Set ethnicicodingoutcome	imum standard of 90%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the	Monthly	MH MHSS

National Quality Requirement	Threshold (20152016/461 7)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
all detained and informalappropriate Service Users, as defined in Contract Technical Guidance			threshold, £10 in respect of each excess breach above that threshold		
Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis who commenced a NICE- concordant package of care within two weeks of referral	Operating standard of 50%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who are treated within six weeks of referral	Operating standard of 75%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who are treated within 18 weeks of referral	Operating standard of 95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS

National Quality Requirement	Threshold (2015/2016/16/17)	Method of Measurement (2015/16)(2016/17)	Consequence of breach	Timing of application of consequence	Applicable Service CategoryAp plication
Completion of IAPT Minimum Data Set outcome data for Full implementation of an effective electronic prescribing system for chemotherapy across all appropriate Service Users, as defined in Contract Technical Guidance relevant clinical teams within the Provider	Operating standard of 90% Failure to produce a robust implementation plan, by 30 June 2016, to achieve full implementation as described under Service Specifications B15/S/a and b (Cancer: Chemotherapy Adult and Children) by 31 March 2017	Review of monthly Service Quality Performance Reports	Where the number 5% of breaches in the Actual Monthly Value for the Services provided under Service Specifications B15/S/a and b (Cancer: Chemotherapy Adult and Children) per month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold, until a robust implementation plan is produced	Monthly	MH MHSSWhere both Specialised Services and Cancer apply

In respect of the National Quality Requirement shown in **bold italics** the provisions of SC36.37A apply.

^{*(}as further described in Technical Guidance for Commissioners, available at https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/)

C. 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					

D. Never Events



Name Franci Bassal	Thereside	Madhada	Name Transform	A secolitica de la Ultra	A
Never Event Breach	Threshold	Method of	Never Event Consequence (per	Applicability	Applicable
		Measurement	occurrence)		Service
					Category
The occurrence of a	>0	Review of reports	In accordance with Never Events Policy	All healthcare	All
Never Event as defined		submitted to NRLS/Serious	Framework, recovery by the Responsible	premises and	
in the Never Events		Incidents reports and	Commissioner of the costs to that	settings	
Policy Framework from		monthly Service Quality	Commissioner of the procedure or		
time to time		Performance Report	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		



ED. 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

E. Local Incentive Scheme

Insert text locally or	state Not Applicable

F. G. 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

 $Z = ((A - B) \times 10,000) \times C$

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.

HG. CQUIN Variations

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



A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

B1. Provider's Mandatory Material Sub-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			

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			



C. IPR

Commissioner IPR

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

Provider IPR

C. D. Commissioner Roles and Responsibilities

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

E. Partnership Agreements

To which the Provider is a party:

Date	Parties Parties	Description
Insert text locally or state Not Applicable		

To which a Commissioner is a party:

Date	Parties	Description
Insert text locally or state Not Applicable		

A. Recorded Variations

Variation Number	Description of Variation	Date of Variation Proposal	Party proposing the Variation	Date of Variation Agreement



B. Reporting Requirements (all Providers other than Small Providers)

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Natio	onal 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 Error!	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
	Hyperlink reference not valid. https://rocrsubmissions.ic.nhs.uk/Pages/search.a spx?k=R* where mandated for and as applicable to the Provider and the Services				
2.	Patient Reported Outcome Measures (PROMS) http://www.hscic.gov.uk/proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
Natio	onal 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
2.	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: a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred:	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All
	b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements				AII AII
	d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (Venous Thromboembolism)				A

2015/16-NHS STANDARD CONTRACT 2016/17 PARTICULARS (Full Length)

		STANDARD CONTRACT <u>2016/17</u> P	AKTICULAKS (Full Lelight)	T	
	e. report on performance against the HCAI Reduction Plan				A
3.	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
4.	NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. 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 <u>CS</u> , D, 111, PT <u>. U</u>)
5.	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
6.	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
7.	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
8.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All
9.	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
10.	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
11.	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-	[For local agreement]	[For local agreement]	All

2015/16-NHS STANDARD CONTRACT 2016/17 PARTICULARS (Full Length)

		ordinating Commissioner from			
12.	Report on compliance with National Workforce Race Equality Standard	time to time) Annually	[For local agreement]	[For local agreement]	All
13.	Specific reports required by NHS England in relation to specialised Specialised Services and other services directly commissioned by NHS England, 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				

B Reporting Requirements (Small Providers only)

*In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented from 01 April 2017 when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the Data Services for Commissioners Resources website: https://www.england.nhs.uk/ourwork/tsd/data-services/resources.

	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 Error! Hyperlink reference not valid. 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
2. 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
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]	Small Providers

2015/16-NHS STANDARD CONTRACT 2016/17 PARTICULARS (Full Length)

	2013/	16 NHS STANDARD CONTRACT 2016	<u>/1/ PARTICULARS (Full Leligili)</u>		
	of all Quality Incentive Scheme Indicators satisfied or not satisfied				
4.	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
5.	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
6.	Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]	Small Providers
7.	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
8.	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
Le	cal Requirements Reported Locally				
In	sert as agreed locally				



B. C. Data Quality Improvement PlanPlans

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



C. D. 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		

D. E. Service Development and Improvement **Plan Plans**

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
[Seven Day Services]*				
[Mental Health Access Standards]*				
[Digital Transformation]*				
[e-Referral]*				
[e-Prescribing]*				
Insert text locally				[Subject to GC9 (Contract Management)] or [locally agreed]

^{*}Refer to contract Technical Guidance for detail of requirements

E. F. 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)				All-(not Small Providers)
[Other] [insert further description locally]				
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/) or state Not Applicable

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First published: March 2015 February 2016

Published in electronic format only