NHS England

NHS Standard Contract 2016/17
Service Conditions (Full Length)
(*draft for consultation*)

Contract title/ref.

NHS Standard Contract

2016/17

Service Conditions

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Conditions will apply to all or only some Service categories, as indicated in the right column using the following abbreviations:

All Services	All
Accident and Emergency Services	A+E
Acute Services	A
Ambulance Services	AM
Cancer Services	CR
Continuing Healthcare Services	CHC
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
Urgent care/Walk-in Centre Services/Minor Injuries Unit	U

PROVISION OF SERVICES

SC1 Compliance with the Law and the NHS Constitution

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

1.1.1 the terms of this Contract; and

1.1.2 the Law; and

1.1.3 Good Practice.

The Provider must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.

1.2 The Commissioners must perform all of their obligations under this Contract in accordance with: **All**

1.2.1 the terms of this Contract; and

1.2.2 the Law; and

1.2.3 Good Practice.

1.3 The Parties must abide by and promote awareness of the NHS Constitution, including the rights and pledges set out in it. The Provider must ensure that all Sub-Contractors and all Staff abide by the NHS Constitution. **All**

1.4 The Parties must have regard to the Armed Forces Covenant and associated Guidance. **All**

SC2 Regulatory Requirements

2.1 The Provider must: **All**

2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body;

2.1.2 respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body;

2.1.3 comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;

2.1.4 consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report;

2.1.5	comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider;	
2.1.6	comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time;	
2.1.7	respond to any reports and recommendations made by Local Healthwatch; and	
2.1.8	meet its obligations under Law in relation to the production and publication of Quality Accounts.	
SC3	**Service Standards**	
3.1	The Provider must:	**All**
3.1.1	not breach the thresholds in respect of the Operational Standards;	
3.1.2	not breach the thresholds in respect of the National Quality Requirements;	
3.1.3	not breach the thresholds in respect of the Local Quality Requirements; and	
3.1.4	ensure that Never Events do not occur.	
3.2A	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.	**All except AM, 111**
3.2B	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals, which will include Activity due to an increased use of 999, 111 or any other emergency telephone numbers.	**AM, 111**
3.3	If the Provider does not comply with SC3.1 the Co-ordinating Commissioner may, in addition and without affecting any other rights that it or any Commissioner may have under this Contract:	**All**
3.3.1	issue a Contract Performance Notice under GC9.4 (*Contract Management*) in relation to the breach, failure or Never Event occurrence; and/or	**All**
3.3.2	take action to remove any Service User affected from the Provider's care; and/or	**All except AM, 111**
3.3.3	if it reasonably considers that there may be further non-compliance of that nature in relation to other Service Users, take action to remove those Service Users from the Provider's care.	**All except AM, 111**

3.4	The Provider must continually review and evaluate the Services, must implement Lessons Learned from those reviews and evaluations, from feedback, complaints, Patient Safety Incidents, Never Events, and Service User, Staff, GPs and public involvement (including the outcomes of Surveys), and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result and how these have been communicated to Service Users, their Carers, GPs and the public.	**All**
3.5	The Provider must measure, monitor and analyse its performance in relation to the Services and Service Users using one or more appropriate NHS Safety Thermometers and/or appropriate alternative measurement tools as agreed with the Co-ordinating Commissioner, and must use all reasonable endeavours continuously to improve that performance (or, if it is agreed with the Co-ordinating Commissioner that further improvement is not feasible, to maintain that performance).	**All except AM, CS, D, 111, PT, U**
3.6	The Provider must co-operate fully with the Responsible Commissioner and the original Referrer in any re-referral of the Service User to another provider (including providing Service User Health Records, other information relating to the Service User's care and clinical opinions if reasonably requested). Any failure to do so will constitute a material breach of this Contract.	**All**
3.7	If a Service User is admitted for acute Elective Care services and the Provider cancels that Service User's operation after admission for non-clinical reasons, the terms of the NHS Constitution Handbook cancelled operations pledge will apply.	**A**
3.8	The Provider must identify and give notice to the Co-ordinating Commissioner of the name, address and position in the Provider of the Nominated Individual. The Nominated Individual will be the individual responsible for supervising the management of the Services**.**	**All**
SC4	**Co-operation**	
4.1	The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract.	**All**
4.2	The Parties must co-operate in accordance with the Law and Good Practice to facilitate the delivery of the Services in accordance with this Contract, having regard at all times to the welfare and rights of Service Users.	**All**
4.3	The Provider and each Commissioner must, in accordance with Law and Good Practice, co-operate fully and share information with each other and with any other commissioner or provider of health or social care in respect of a Service User in order to:	**All**
	4.3.1 ensure that a consistently high standard of care for the Service User is maintained at all times;	
	4.3.2 ensure that a co-ordinated and integrated approach is taken to promoting the quality of care for the Service User across all pathways spanning more than one provider;	
	4.3.3 achieve continuity of service that avoids inconvenience to, or risk to the health and safety of, the Service User, employees of the	

	Commissioners or members of the public; and	
	4.3.4 seek to ensure that the Services and other health and social care services delivered to the Service User are delivered in such a way as to maximise value for public money.	
4.4	The Provider must ensure that its provision of any service to any third party does not hinder or adversely affect its delivery of the Services or its performance of this Contract.	**All**
SC5	**Commissioner Requested Services/Essential Services**	
5.1	The Provider must comply with its obligations under Monitor's Licence in respect of any Services designated as CRS by any Commissioner from time to time.	**All**
5.2	The Provider must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, the Essential Services.	**Essential Services**
5.3	The Provider must have and at all times maintain an up-to-date Essential Services Continuity Plan. The Provider must provide a copy of any updated Essential Services Continuity Plan to the Co-ordinating Commissioner within 5 Operational Days following any update.	**Essential Services**
5.4	The Provider must, in consultation with the Co-ordinating Commissioner, implement the Essential Services Continuity Plan as required:	**Essential Services**
	5.4.1 if there is any interruption to the Provider's ability to provide the Essential Services as appropriate;	
	5.4.2 if there is any partial or entire suspension of the Essential Services as appropriate; or	
	5.4.3 on expiry or early termination of this Contract or of any Service for any reason (and this obligation will apply both before and after expiry or termination).	
SC6	**Choice, Referral and Booking**	
6.1	The Parties must comply with e-Referral Guidance and Guidance issued by the Department of Health, NHS England and Monitor regarding patients' rights to choice of provider and/or consultant.	**All except AM, ELC, MHSS, PT**
6.2	The Provider must describe and publish all Primary Care Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant or Healthcare Professional, as applicable. In relation to Primary Care Referred Services:	**A, MH, CS, D**
	6.2.1 the Provider must ensure that all such Services are Directly Bookable or (if that is not possible for technical reasons) that a development plan is agreed with the Co-ordinating Commissioner to enable, within a reasonable timescale, all Primary Care Referred Services to be Directly Bookable. In such cases, all Primary Care Referred Services must in any event be published in the NHS e-Referral Service as Indirectly	

	Bookable;	
	6.2.2 the Provider must use all reasonable endeavours to make sufficient appointment slots available within the NHS e-Referral Service to enable any Service User to book an appointment for a Primary Care Referred Service within a reasonable period via the NHS e-Referral Service;	
	6.2.3 the Provider must offer clinical advice and guidance to GPs and other primary care Referrers on potential Referrals through the NHS e-Referral Service, whether this leads to a Referral being made or not;	
	6.2.4 the Commissioners must use all reasonable endeavours to ensure that all Referrals by GPs and other primary care Referrers are made through the NHS e-Referral Service; and	
	6.2.5 each Commissioner much take the necessary action, as described in NHS e-Referral Guidance, to ensure that all Primary Care Referred Services are available to their local Referrers within the NHS e-Referral Service.	
6.3	The Provider must make the specified information available to prospective Service Users through the NHS Choices Website, and must in particular use the NHS Choices Website to promote awareness of the Services among the communities it serves, ensuring the information provided is accurate, up-to-date, and complies with the provider profile policy set out at www.nhs.uk.	**A, MH, CS, D**
	18 Weeks Information	
6.4	In respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies, the Provider must ensure that the confirmation to the Service User of their first outpatient appointment includes the 18 Weeks Information.	**18 Weeks**
6.5	The Provider must operate and publish on its website a Local Access Policy complying with the requirements of the Co-ordinating Commissioner.	**18 Weeks**
	Acceptance and Rejection of Referrals	
6.6	Subject to SC7 (*Withholding and/or Discontinuance of Service*), the Provider must:	**All**
	6.6.1 accept any Referral of a Service User made in accordance with the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in any event where necessary for a Service User to exercise their legal right to choice as set out in the NHS Choice Framework; and	
	6.6.2 accept any clinically appropriate referral for any Service of an individual whose Responsible Commissioner (CCG or NHS England) is not a Party to this Contract where necessary for that individual to exercise their legal right to choice as set out in the NHS Choice Framework; and	
	6.6.3 where it can safely do so, accept a referral or presentation for emergency treatment, within the scope of the Services, of or by any	

	individual whose Responsible Commissioner is not a Party to this Contract. Any referral or presentation as referred to in SC6.6.2 or 6.6.3 will not be a Referral under this Contract and the relevant provisions of Who Pays? Guidance will apply in respect of it.	
6.7	The Parties must comply with LD Guidance in relation to the making and acceptance of Referrals and must ensure that the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or specified in any Prior Approval Scheme at all times comply with LD Guidance. Notwithstanding SC6.6.1, the Provider must not accept any Referral made otherwise than in accordance with LD Guidance.	**MH, MHSS**
6.8	The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework or where necessary for that individual to receive emergency treatment.	**All**
SC7	**Withholding and/or Discontinuation of Service**	
7.1	Nothing in this SC7 allows the Provider to refuse to provide or to stop providing a Service if that would be contrary to the Law.	**All**
7.2	The Provider will not be required to provide or to continue to provide a Service to a Service User:	
7.2.1	who in the Provider's reasonable professional opinion is unsuitable to receive the relevant Service, for as long as they remain unsuitable;	**All**
7.2.2	in respect of whom no valid consent (where required) has been given in accordance with the Service User consent policy;	**All except 111**
7.2.3	who displays abusive, violent or threatening behavior unacceptable to the Provider (acting reasonably and taking into account the mental health of that Service User);	**All**
7.2.4	in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or	**All except 111**
7.2.5	where expressly instructed not to do so by an emergency service provider who has authority to give that instruction, for as long as that instruction applies.	**All**
7.3	If the Provider proposes not to provide or to stop providing a Service to any Service User under SC7.2:	**All**
7.3.1	where reasonably possible, the Provider must explain to the Service User, Carer or Legal Guardian (as appropriate), taking into account any communication or language needs, the action that it is taking,	

	when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Operational Days);	
	7.3.2 the Provider must tell the Service User, Carer or Legal Guardian (as appropriate) that they have the right to challenge the Provider's decision through the Provider's Complaints Procedure and how to do so;	
	7.3.3 wherever possible, the Provider must inform the relevant Referrer (and if the Service User's GP is not the relevant Referrer, subject to obtaining consent in accordance with Law and Guidance, the Service User's GP) in writing without delay before taking the relevant action; and	
	7.3.4 the Provider must liaise with the Responsible Commissioner and the relevant Referrer to seek to maintain or restore the provision of the relevant care to the Service User in a way that minimises any disruption to the Service User's care and risk to the Service User.	
7.4A	If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care*)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.	**All except AM, MHSS, 111**
7.4B	If the Provider, the Responsible Commissioner, and the emergency incident coordinator having primacy of the relevant incident, cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care*)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer as soon as reasonably practicable to procure alternative services for that Service User.	**AM**
7.4C	If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care*)) give the Responsible Commissioner (and where applicable the Referrer) not less than 28 days' notice that it will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.	**MHSS**
7.4D	If the Provider, the Responsible Commissioner, the Referrer and the Service User's GP cannot agree on the continued provision of the relevant Service to a Service User, the Provider must notify the Responsible Commissioner and the Service User's GP that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Service User's GP to procure alternative services for that Service User.	**111**
7.5	If the Provider stops providing a Service to a Service User under SC7.2, and the Provider has complied with SC7.3, the Responsible Commissioner must pay the Provider in accordance with SC36 (*Payment Terms*) for the Service provided to that Service User before the discontinuance.	**All**

SC8 Unmet Needs and Making Every Contact Count		
8.1	If the Provider believes that a Service User or a group of Service Users may have an unmet health or social care need, it must notify the Responsible Commissioner accordingly. The Responsible Commissioner will be responsible for making an assessment to determine any steps required to be taken to meet those needs.	**All**
8.2	If the Provider considers that a Service User has: 8.2.1 an immediate need for treatment or care which is within the scope of the Services; or 8.2.2 a non-immediate need for treatment or care which is within the scope of the Services and which is related to the Service User's original Referral or presentation, it must notify the Service User, Carer or Legal Guardian (as appropriate) of that need without delay and must provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the Service User. The Provider must notify the Service User's GP as soon as reasonably practicable of the treatment or care provided.	**All except 111**
8.3	If the Provider considers that a Service User has an immediate need for care which is outside the scope of the Services, it must notify the Service User, Carer or Legal Guardian (as appropriate) and the Service User's GP of that need without delay and must co-operate with the Referrer to secure the provision to the Service User of the required treatment or care, acting at all times in the best interests of the Service User.	**All except 111**
8.4	Except as permitted under an applicable Prior Approval Scheme, the Provider must not carry out, nor refer to another provider to carry out, any non-immediate or routine treatment or care that is unrelated to a Service User's original Referral or presentation without the agreement of the Service User's GP.	**All except 111**
8.5	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	**All**
SC9 Consent		
9.1	The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.	**All**
SC10 Personalised Care Planning and Shared Decision-Making		
10.1	The Provider must comply with regulation 9 of the 2014 Regulations. The Provider must employ Shared Decision-Making, and Patient Decision Aids relevant to the Services and approved by the Co-ordinating Commissioner, in planning and reviewing the care or treatment which a Service User receives.	**All**

10.2	Where required by Guidance, the Provider must develop and agree a Personalised Care Plan with the Service User and/or their Carer or Legal Guardian, and must provide the Service User and/or their Carer or Legal Guardian (as appropriate) with a copy of that Personalised Care Plan.	**All except A+E, AM, D, 111, PT, U**
10.3	The Provider must prepare, evaluate, review and audit each Personalised Care Plan on an on-going basis. Any review must involve the Service User and/or their Carer or Legal Guardian (as appropriate).	**All except A+E AM, D, 111, PT, U**
10.4	Where appropriate the Provider must comply with the Care Programme Approach in providing the Services.	**MH, MHSS**
SC11	**Transfer of and Discharge from Care; Communication with GPs**	
11.1	The Provider must comply with:	
11.1.1	the Transfer of and Discharge from Care Protocols;	**All**
11.1.2	the 1983 Act;	**MH, MHSS**
11.1.3	the 1983 Act Code (including following all procedures specified by or established as a consequence of the 1983 Act Code);	**MH, MHSS**
11.1.4	LD Guidance insofar as it relates to transfer of and discharge from care;	**MH, MHSS**
11.1.5	the 2014 Act; and	**All**
11.1.6	Transfer and Discharge Guidance.	**All**
11.2	The Provider must use its best efforts to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	**All**
11.3	Before the transfer of a Service User to another Service under this Contract and/or before a Transfer of Care or discharge of a Service User, the Provider must liaise as appropriate with any third party provider, and with the Service User and any Legal Guardian and/or Carer, to prepare and agree a Care Transfer Plan. The Provider must implement the Care Transfer Plan when delivering the further Service, or transferring and/or discharging the Service User, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.	**All except 111, PT**
11.4	Where there is a Transfer of Care, the Provider must comply with (and the relevant Commissioner must use all reasonable endeavours to ensure that other relevant providers of care within the pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.	**All except 111, PT**
11.5	When transferring or discharging a Service User from an inpatient or daycase or accident and emergency Service, the Provider must within 24 hours following that transfer or discharge issue a Discharge Summary to the Service User's GP and/or Referrer and to any third party provider, using an applicable Delivery	**A, A&E, CR, MH, MHSS**

	Method. The Provider must ensure that it is at all times able to send and receive Discharge Summaries via all applicable Delivery Methods.	
11.6	When transferring or discharging a Service User from a Service which is not an inpatient or daycase or accident and emergency Service, the Provider must, if required by the relevant Transfer of and Discharge from Care Protocol, issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider within the timescale, and in accordance with any other requirements, set out in that protocol.	**All except A&E, 111, PT**
11.6A	By 8.00am on the next Operational Day after the transfer and/or discharge of the Service User from the Provider's care, the Provider must send a Post Event Message to the Service User's GP (where appropriate, and not inconsistent with relevant Guidance) and to any third party provider to whom the Service User is referred, using an applicable Delivery Method. The Provider must ensure that it is at all times able to send Post Event Messages via all applicable Delivery Methods.	**111**
11.7	The Provider must, in the course of delivering an outpatient Service to a Service User, notify the Service User's GP as soon as reasonably practicable (and in any event within 14 days) of any matter or requirement pertinent to that Service User's ongoing care and treatment which would necessitate the GP taking prompt action.	**All**
11.8	Where a Service User has a clinical need for medication to be supplied on discharge from inpatient or daycase care, the Provider must ensure that it provides to the Service User on or before discharge an adequate quantity of that medication, such that the Service User has a supply which will last for at least 14 days (or a shorter period where clinically appropriate and/or where a further supply will be available via the Service User's GP or other primary care provider within 14 days) following discharge.	**All**
SC12	**Communicating with and involving Service Users, Public and Staff**	
12.1	The Provider must:	**All**
12.1.1	arrange all necessary steps in a Service User's care and treatment promptly and in a manner consistent with the relevant Service specifications and Quality Requirements;	
12.1.2	notify the Service User (and, where appropriate, their Carer and/or Legal Guardian) of the results of all investigations and treatments promptly and in a clinically appropriate and cost effective manner; and	
12.1.3	communicate in a clear, concise and timely manner with the Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP and other providers about all relevant aspects of the Service User's care and treatment; and	
12.1.4	provide Service Users with clear information about who to contact if they have questions about their ongoing care.	
12.2	The Provider must comply with the Accessible Information Standard.	**All**

12.3	The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open and clear manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.	**All**
12.4	The Provider must involve Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public when considering and implementing developments to and redesign of Services. As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence of that involvement and of its impact.	**All**
12.5	The Provider must: 12.5.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.5.2 carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys; 12.5.3 carry out all other Surveys; and 12.5.4 co-operate with any surveys that the Commissioners (acting reasonably) carry out. The form, frequency and reporting of the Surveys will be as set out in Schedule 6E (*Surveys*) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing and/or required by Law or Guidance from time to time.	**All**
12.5	The Provider must review and provide a written report to the Co-ordinating Commissioner on the results of each Survey. The report must identify any actions reasonably required to be taken by the Provider in response to the Survey. The Provider must implement those actions as soon as practicable. The Provider must publish the outcomes of and actions taken in relation to all Surveys.	**All**
SC13	**Equity of Access, Equality and Non-Discrimination**	
13.1	The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, gender reassignment, or any other non-medical characteristics, except as permitted by Law.	**All**
13.2	The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments). The Provider must carry out an annual audit of its compliance with this obligation and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.	**All**

13.3	In performing its obligations under this Contract the Provider must comply with the obligations contained in section 149 of the Equality Act 2010, the Equality Act 2010 (Specific Duties) Regulations and section 6 of the HRA. If the Provider is not a public authority for the purposes of those sections it must comply with them as if it were.	**All**
13.4	In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan setting out how it will comply with its obligations under SC13.3. If the Provider has already produced such a plan in order to comply with the Law, the Provider may submit that plan to the Co-ordinating Commissioner in order to comply with this SC13.4.	**All**
13.5	The Provider must implement EDS2.	**NHS Trusts/ FTs**
13.6	The Provider must implement the National Workforce Race Equality Standard and submit an annual report to the Co-ordinating Commissioner on its progress in implementing that standard.	**All**
SC14	**Pastoral, Spiritual and Cultural Care**	
14.1	The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users and must liaise with the relevant authorities as appropriate in each case.	**All**
SC15	**Places of Safety**	
15.1	The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code and Royal College of Psychiatrists Standards.	**A, A&E, MH, MHSS**
SC16	**Complaints**	
16.1	The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.	**All**
16.2	The Provider must:	**All**
16.2.1	provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and	
16.2.2	ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.	

SC17 Services Environment and Equipment	
17.1 The Provider must ensure that the Services Environment and the Equipment comply with the the Fundamental Standards of Care.	**All**
17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	**All**
17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.	**All**
SC18 Sustainable Development	
18.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment.	**All**
18.2 The Provider must maintain a sustainable development plan in line with NHS Sustainable Development Guidance. The Provider must demonstrate its progress on climate change adaptation, mitigation and sustainable development, including performance against carbon reduction management plans, and must provide a summary of that progress in its annual report.	**All**
18.3 The Provider must, in performing its obligations under this Contract, give due regard to the impact of its expenditure on the community, over and above the direct purchase of goods and services, as envisaged by the Public Services (Social Value) Act 2012.	**All**
SC19 Food Standards	
19.1 The Provider must develop and maintain a food and drink strategy in accordance with the Hospital Food Standards Report.	**A, MH, MHSS**
19.2 The Provider must have regard to (and where mandatory comply with) Food Standards Guidance, as applicable.	**All**
RECORDS AND REPORTING	
SC20 Service Development and Improvement Plan	
20.1 The Co-ordinating Commissioner and the Provider must agree an SDIP where required by and in accordance with Guidance.	**All**
20.2 The Co-ordinating Commissioner and the Provider may at any time agree an SDIP.	**All**

20.3	Any SDIP must be appended to this Contract at Schedule 6D (*Service Development and Improvement Plan*). The Commissioners and Provider must comply with their respective obligations under any SDIP. The Provider must report performance against any SDIP in accordance with Schedule 6A (*Reporting Requirements*).	**All**
SC21	**Antimicrobial Resistance and Healthcare Associated Infections**	
21.1	The Provider must comply with the Code of Practice on the Prevention and Control of Infections.	**All except 111**
21.2	The Provider must ensure that all laboratory services (whether provided directly or under a Sub-Contract) comply with the UK Standard Methods for Investigation.	**All except 111**
21.3	The Provider must have an HCAI Reduction Plan for each Contract Year and must comply with its obligations under that plan. The HCAI Reduction Plan must reflect local and national priorities relating to HCAI including antimicrobial resistance.	**All except 111**
SC22	**Venous Thromboembolism**	
22.1	The Provider must: 22.1.1 comply with Guidance (including NICE Guidance) in relation to venous thromboembolism; 22.1.2 perform Root Cause Analysis of all confirmed cases of pulmonary embolism and deep vein thrombosis acquired by Service Users while in hospital (both arising during a current hospital stay and where there is a history of hospital admission within the last 3 months, but not in respect of Service Users admitted to hospital with a confirmed venous thromboembolism but no history of an admission to hospital within the previous 3 months); and 22.1.3 perform local audits of Service Users' risk of venous thromboembolism and of the percentage of Service Users assessed for venous thromboembolism who receive the appropriate prophylaxis, and the Provider must report the results of those Root Cause Analyses and audits to the Co-ordinating Commissioner.	**A**
SC23	**Service User Health Records**	
23.1	The Provider must create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store and retain those records for the periods of time required by Law and/or by Records Management Guidance and/or otherwise by the Department of Health or NHS England or HSCIC, and then securely destroy them.	**All**

23.2	The Provider must:	**All**
	23.2.1 if and as so requested by a Commissioner, whether during or after the Contract Term, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible; and	
	23.2.2 notwithstanding SC23.1, if and as so requested by a Commissioner at any time following the expiry or termination of this Contract, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner, or to the Commissioner itself, the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	
23.3	The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.	**All except 111, PT**
	NHS Number	
23.4	Subject to and in accordance with Law and Guidance the Provider must:	**All**
	23.4.1 ensure that the Service User Health Record includes the Service User's verified NHS Number;	
	23.4.2 use the NHS Number as the consistent identifier in all clinical correspondence (paper or electronic) and in all information it processes in relation to the Service User; and	
	23.4.3 be able to use the NHS Number to identify all Activity relating to a Service User.	
23.5	The Commissioners must ensure that each Referrer (except a Service User presenting directly to the Provider for assessment and/or treatment) uses the NHS Number as the consistent identifier in all correspondence in relation to a Referral.	**All**
	Information Technology Systems	
23.6	Subject to General Condition 21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) the Provider must ensure that all Staff involved in the provision of urgent, emergency and unplanned care are able to view key Service User clinical information from GP records, whether via the Summary Care Records Service or a locally integrated electronic record system supplemented by the Summary Care Records Service.	**All**
23.7	The Provider must when procuring and developing its information technology systems ensure that these provide open interfaces in accordance with Open API Policy.	**All**
23.8	The Provider must ensure that its information technology systems comply with ISB0160 in relation to clinical risk management.	**All**

SC24 NHS Counter-Fraud and Security Management	
24.1 The Provider must put in place and maintain appropriate arrangements to address security management and counter-fraud issues, having regard to NHS Protect Standards.	**All**
24.2 The Provider (if it holds Monitor's Licence or is an NHS Trust) must take the necessary action to meet NHS Protect Standards.	**All**
24.3 If requested by the Co-ordinating Commissioner or NHS Protect, the Provider must allow a person duly authorised to act on behalf of NHS Protect or on behalf of any Commissioner to review, in line with the appropriate standards, security management and counter-fraud arrangements put in place by the Provider.	**All**
24.4 The Provider must implement any reasonable modifications to its security management and counter-fraud arrangements required by a person referred to in SC24.3 in order to meet the appropriate standards within whatever time periods as that person may reasonably require.	**All**
24.5 The Provider must, on becoming aware of: 24.5.1 any suspected or actual bribery, corruption or fraud involving a Service User or public funds, promptly report the matter to the Local Counter Fraud Specialist of the relevant NHS Body and to NHS Protect; 24.5.2 any suspected or actual security incident or security breach involving staff who deliver NHS funded services or involving NHS resources, promptly report the matter to the Local Security Management Specialist of the relevant NHS Body and to NHS Protect.	**All**
24.6 On the request of the Department of Health, NHS England, NHS Protect or the Co-ordinating Commissioner, the Provider must allow NHS Protect or any Local Counter Fraud Specialist or any Local Security Management Specialist appointed by a Commissioner, as soon as it is reasonably practicable and in any event not later than 5 Operational Days following the date of the request, access to: 24.6.1 all property, premises, information (including records and data) owned or controlled by the Provider; and 24.6.2 all Staff who may have information to provide, relevant to the detection and investigation of cases of bribery, fraud or corruption, or security incidents or security breaches directly or indirectly in connection with this Contract.	**All**
SC25 Procedures and Protocols	
25.1 If requested by the Co-ordinating Commissioner or the Provider, the Co-ordinating Commissioner or the Provider (as the case may be) must within 5	**All**

	Operational Days following receipt of the request send or make available to the other copies of any Services guide or other written agreement, policy, procedure or protocol implemented by any Commissioner or the Provider (as applicable).	
25.2	The Co-ordinating Commissioner must notify the Provider and the Provider must notify the Co-ordinating Commissioner of any material changes to any items it has disclosed under SC25.1.	**All**
25.3	The Parties must comply with their respective obligations under any Other Local Agreements, Policies and Procedures.	**All**
SC26	**Clinical Networks, National Audit Programmes and Approved Research Studies**	
26.1	The Provider must:	
26.1.1	participate in the Clinical Networks, programmes and studies listed in Schedule 2F (*Clinical Networks*);	**All except PT**
26.1.2	participate in the national clinical audits within the National Clinical Audit and Patient Outcomes Programme relevant to the Services; and	**All except PT**
26.1.3	make national clinical audit data available to support national publication of Consultant-level activity and outcome statistics in accordance with HQIP Guidance.	**All except PT**
26.2	The Provider must adhere to all protocols and procedures operated or recommended under the programmes and arrangements referred to in SC26.1, unless in conflict with existing protocols and procedures agreed between the Parties, in which case the Parties must review all relevant protocols and procedures and try to resolve that conflict.	**All except PT**
26.3	The Provider must put arrangements in place to facilitate recruitment of Service Users and Staff as appropriate into Approved Research Studies.	**All**
26.4	In respect of any Approved Research Study the Parties must have regard, as applicable, to NHS Treatment Costs Guidance.	**All**
SC27	**Formulary**	
27.1	Where any Service involves or may involve the prescribing of drugs, the Provider must:	**A, MH, MHSS, CR, R**
27.1.1	ensure that its current Formulary is published and readily available on the Provider's website;	
27.1.2	ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and	
27.1.3	make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.	

SC28 Information Requirements

28.1 The Parties acknowledge that the submission of complete and accurate data in accordance with this SC28 is necessary to support the commissioning of all health and social care services in England. **All**

28.2 The Provider must: **All**

28.2.1 provide the information specified in this SC28 and in Schedule 6A (*Reporting Requirements*):

28.2.1.1 with the frequency, in the format, by the method and within the time period set out or referred to in Schedule 6A (*Reporting Requirements*); and

28.2.1.2 as detailed in relevant Guidance; and

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

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

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

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

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

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

28.3 The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.2 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner. **All**

28.4 The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not, without good reason, require the Provider: **All**

28.4.1 to supply any information to any Commissioner locally where that information is required to be submitted centrally under SC28.2; or

	28.4.2 where information is required to be submitted in a particular format under Service Condition 28.2, to supply that information in a different or additional format (but this will not prevent the Co-ordinating Commissioner from requesting disaggregation of data previously submitted in aggregated form); or	
	28.4.3 to supply any information to any Commissioner locally for which that Commissioner cannot demonstrate purpose and value in connection with the discharge of that Commissioner's statutory duties and functions.	
28.5	The Provider and each Commissioner must ensure that any information provided to any other Party in relation to this Contract is accurate and complete.	**All**
	Counting and coding of Activity	
28.6	The Provider must ensure that each dataset that it provides under this Contract contains the ODS code and/or other appropriate identifier for the relevant Commissioner. The Parties must have regard to Commissioner Assignment Methodology Guidance and Who Pays? Guidance when determining the correct Commissioner code in activity datasets.	**All**
28.7	The Parties must comply with Guidance relating to clinical coding published by the NHS Classifications Service and with the definitions of Activity maintained under the NHS Data Model and Dictionary.	**All**
28.8	Either the Co-ordinating Commissioner (on behalf of the Commissioners) or the Provider may propose a change of practice in the counting and coding of Activity compliant with national information and data standards. The Party proposing such a change must give the other Party written notice of the proposed change at least 6 months before the date on which that change is proposed to be implemented.	**All**
28.9	The Party receiving notice of the proposed change of practice must not unreasonably withhold or delay its agreement to the change, and must agree to the proposed change if it is mandated by applicable Guidance.	**All**
28.10	Any change of practice agreed must be implemented on 1 April of the following Contract Year, unless:	**All**
	28.10.1 the Parties agree a different date (or phased sequence) for its implementation; or	
	28.10.2 a specific date for implementation for the change is mandated in applicable Guidance, in which case the change must come into effect on the date (or in any phased sequence) specified in that Guidance.	
28.11	Where any change in counting and coding practice proposed under SC28.8 and agreed under SC28.9 is projected, once implemented, to have an impact on the Actual Annual Value of Services, the Parties must adjust the relevant Prices payable:	**All**
	28.11.1 where the change is to be implemented within the Contract Year in which the change was proposed, in respect of the remainder of that	

	Contract Year; and 28.11.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the change was proposed, in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.	
	Aggregation and disaggregation of information	
28.12	Information to be provided by the Provider under this SC28 and Schedule 6A (*Reporting Requirements*) and which is necessary for the purposes of SC36 (*Payment Terms*) must be provided: 28.12.1 to the Co-ordinating Commissioner in aggregate form; and/or 28.12.2 directly to each Commissioner in disaggregated form relating to its own use of the Services, as the Co-ordinating Commissioner may direct.	**All**
	SUS	
28.13	The Provider must submit commissioning data sets to SUS in accordance with SUS Guidance, where applicable. Where SUS is applicable, if: 28.13.1 there is a failure of SUS; or 28.13.2 there is an interruption in the availability of SUS to the Provider or to any Commissioner, the Provider must comply with Guidance issued by NHS England and/or HSCIC in relation to the submission of the national datasets collected in accordance with this SC28 pending resumption of service, and must submit those national datasets to SUS as soon as reasonably practicable after resumption of service.	**All**
	Information Breaches	
28.14	If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify: 28.14.1 the nature of the Information Breach; and 28.14.2 the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), under SC28.15 if the Information Breach is not rectified within 5 Operational Days following service of that notice.	**All**
28.15	If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with SC28.14.2 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may (subject to SC28.17) instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), a reasonable and proportionate sum of up to 1% of the Actual Monthly Value in respect of the current month and then for each and	**All**

	every month until the Provider has rectified the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner.	
28.16	The Commissioners or the Co-ordinating Commissioner (as appropriate) must continue to withhold any sums withheld under SC28.15 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners or the Co-ordinating Commissioner (as appropriate) must then pay the withheld sums to the Provider within 10 Operational Days. Subject to SC28.17 no Interest will be payable by the Co-ordinating Commissioner to the Provider on any sum withheld under SC28.15.	**All**
28.17	If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under SC28.15 were withheld without justification, the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay to the Provider any sums wrongly withheld or retained and Interest on those sums for the period for which those sums were withheld or retained. If the Co-ordinating Commissioner disputes the Provider's evidence the Provider may refer the matter to Dispute Resolution.	**All**
28.18	Any sums withheld under SC28.15 may be retained permanently if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of: 28.18.1 the date 3 months after the date of the notice served in accordance with SC28.14; 28.18.2 the termination of this Agreement; and 28.18.3 the Expiry Date. If any sums withheld by the Co-ordinating Commissioner on behalf of all Commissioners are to be retained permanently, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Actual Monthly Value for each month in respect of which those sums were withheld.	**All**
28.19	The aggregate of sums withheld in any month in respect of Information Breaches is not to exceed 5% of the Actual Monthly Value.	**All**
	Data Quality Improvement Plan	
28.20	The Co-ordinating Commissioner and the Provider may at any time agree a Data Quality Improvement Plan (which must be appended to this Contract at Schedule 6B (*Data Quality Improvement Plan*)). Any Data Quality Improvement Plan must set out milestones to be met and may set out reasonable and proportionate financial sanctions for failing to meet those milestones. If the Provider fails to meet a milestone by the agreed date, the Co-ordinating Commissioner may exercise the relevant agreed consequence.	**All**
28.21	If a Data Quality Improvement Plan with financial sanctions is agreed in relation to any Information Breach, the Commissioners (or the Co-ordinating Commissioner on their behalf, as appropriate) may not withhold sums under SC28.15 in respect of the same Information Breach. This will not affect the rights of the Commissioners (or the Co-ordinating Commissioner on their behalf, as appropriate) under SC28.15 in respect of any period before the agreement of a	**All**

	DQIP in relation to that Information Breach.	
28.22	If an Information Breach relates to the National Requirements Reported Centrally the Parties must not by means of a Data Quality Improvement Plan agree the waiver or delay or foregoing of any withholding or retention under SC28.15 to which the Commissioners (or the Co-ordinating Commissioner on their behalf, as appropriate) would otherwise be entitled.	**All**
	MANAGING ACTIVITY AND REFERRALS	
	SC29 Managing Activity and Referrals	
29.1	The Commissioners and the Provider must each monitor and manage Activity and Referrals for the Services in accordance with this SC29 and the National Tariff.	**All**
29.2	The Parties must not agree or implement any action that would operate contrary to the NHS Choice Framework or so as to restrict or impede the exercise by Service Users or others of their legal rights to choice.	**All**
29.3	The Commissioners must use all reasonable endeavours to:	**All except 111**
	29.3.1 procure that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme;	
	29.3.2 manage Referral levels in accordance with any Activity Planning Assumptions; and	
	29.3.3 notify the Provider promptly of any anticipated changes in Referral numbers.	
29.3A	The Commissioners must notify the Provider promptly of any anticipated changes in Referral numbers.	**111**
29.4	The Provider must:	**All**
	29.4.1 comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in accordance with any Activity Planning Assumptions; and	
	29.4.2 comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing patterns of Referrals.	
	Indicative Activity Plan	
29.5	Before the start of each Contract Year, the Parties must agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero). If the Parties do not agree an Indicative Activity Plan	**IAP**

	before the start of any Contract Year an Indicative Activity Plan with an indicative activity of zero will be deemed to apply for that Contract Year.	
29.6	The Indicative Activity Plan will comprise the aggregated Indicative Activity Plans of all of the Commissioners.	**IAP**
	Activity Planning Assumptions	
29.7	Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of any Activity Planning Assumptions for that Contract Year, specifying a threshold for each assumption. The Provider must comply with those Activity Planning Assumptions.	**APA**
	Early Warning	
29.8	The Co-ordinating Commissioner must notify the Provider within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Commissioner's initial opinion as to its likely cause.	**All**
29.9	The Provider must notify the Co-ordinating Commissioner and the relevant Commissioner within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Provider's initial opinion as to its likely cause.	**All**
	Reporting and Monitoring Activity	
29.10	The Provider must submit an Activity and Finance Report to the Co-ordinating Commissioner in accordance with Schedule 6A (*Reporting Requirements*).	**All**
29.11A	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against: 29.11A.1 thresholds set out in the Indicative Activity Plan; and 29.11A.2 thresholds set out in the Activity Planning Assumptions.	**IAP and APA or IAP only**
29.11B	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against the thresholds set out in the Activity Planning Assumptions and any previous Activity and Finance Reports.	**APA but no IAP**
29.11C	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against any previous Activity and Finance Reports and generally.	**No IAP No APA**
	Activity Management Meeting	
29.12	Following: 29.12.1 notification by the Co-ordinating Commissioner of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with SC29.8; or	**All**

	29.12.2	notification by the Provider of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with SC29.9; or	**All**
	29.12.3A	the submission of any Activity and Finance Report in accordance with SC29.10 indicating variances against the thresholds set out in the Indicative Activity Plan and/or any breaches of the thresholds set out in the Activity Planning Assumptions,	**IAP and APA or IAP only**
	29.12.3B	the submission of any Activity and Finance Report in accordance with SC29.10 indicating breaches of the thresholds set out in the Activity Planning Assumptions,	**APA but no IAP**
	29.12.3C	the submission of any Activity and Finance Report in accordance with SC29.10 indicating any unexpected or unusual patterns of Referrals and/or Activity,	**No IAP No APA**
	in relation to any Commissioner, either the Co-ordinating Commissioner or the Provider may issue to the other an Activity Query Notice.		
29.13	The Co-ordinating Commissioner and the Provider must meet to discuss any Activity Query Notice within 10 Operational Days following its issue.		**All**
29.14	At that meeting the Co-ordinating Commissioner and the Provider must:		**All**
	29.14.1	consider patterns of Referrals, of Activity and of the exercise by Service Users of their legal rights to Choice; and	
	29.14.2	agree either:	
		29.14.2.1 that the Activity Query Notice is withdrawn; or	
		29.14.2.2 to hold a meeting to discuss utilisation, in which case the provisions of SC29.15 will apply; or	
		29.14.2.3 to conduct a Joint Activity Review, in which case the provisions of SC29.16 to 29.20 will apply.	
	Utilisation Review Meeting		
29.15	Within 10 Operational Days following agreement to hold a meeting under SC29.14, the Co-ordinating Commissioner and the Provider must meet:		**All**
	29.15.1	to agree a plan to improve utilisation and/or update any previously agreed plan; and	
	29.15.2	to discuss any matter that either considers necessary in relation to Utilisation.	
	Joint Activity Review		
29.16	Within 10 Operational Days following agreement to conduct a Joint Activity Review under SC29.14, the Co-ordinating Commissioner and the Provider must meet:		**All**
	29.16.1	to consider in further detail the matters referred to in SC29.14.1 and	

	the causes of the unexpected or unusual pattern of Referrals and/or Activity; and	
	29.16.2 (if they consider it necessary or appropriate) to agree an Activity Management Plan.	
29.17	The Co-ordinating Commissioner and the Provider should not agree an Activity Management Plan in respect of any unexpected or unusual pattern of Referrals and/or Activity which they agree was caused wholly or mainly by the exercise by Service Users of their rights to choice.	**All**
29.18	If the Co-ordinating Commissioner and the Provider fail to agree an Activity Management Plan at or within 10 Operational Days following the Joint Activity Review they must issue a joint notice to that effect to the Governing Body of the Provider and of each Commissioner. If the Co-ordinating Commissioner and the Provider have still not agreed an Activity Management Plan within 10 Operational Days following the date of the joint notice, either may refer the matter to Dispute Resolution.	**All**
29.19	The Parties must implement any Activity Management Plan agreed or determined in accordance with SC29.16 to 29.18 inclusive in accordance with its terms.	**All**
29.20	If any Party breaches the terms of an Activity Management Plan, the Commissioners or the Provider (as appropriate) may exercise any consequences set out in it.	**All**
	Prior Approval Scheme	
29.21	Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of the terms of any Prior Approval Scheme for that Contract Year. The terms of any Prior Approval Scheme may specify the information which the Provider must submit to the Commissioner about individual Service Users requiring or receiving treatment under that Prior Approval Scheme, including details of the scope of the information to be submitted and the format, timescale and process for submission (which may be paper-based or via specified electronic systems).	**All except AM, ELC, 111, PT**
29.22	The Provider must manage Referrals in accordance with the terms of any Prior Approval Scheme. If the Provider does not comply with the terms of any Prior Approval Scheme in providing a Service to a Service User, the Commissioners will not be liable to pay for the Service provided to that Service User.	**All except AM, ELC, 111, PT**
29.23	If a Prior Approval Scheme imposes any obligation on a Provider that would operate contrary to the NHS Choice Framework:	**All except AM, ELC, 111, PT**
	29.23.1 that obligation will have no contractual force or effect; and	
	29.23.2 the Prior Approval Scheme must be amended accordingly; and	
	29.23.3 if the Provider provides any Service in accordance with the Prior Approval Scheme as amended in accordance with SC29.23.2 the relevant Commissioner will be liable to pay for that Service in accordance with SC36 (*Payment Terms*).	
29.24	The Co-ordinating Commissioner may at any time during a Contract Year give	**All except AM,**

	the Provider not less than one month's notice in writing of any new or replacement Prior Approval Scheme, or of any amendment to an existing Prior approval Scheme. That new, replacement or amended Prior Approval Scheme must be implemented by the Provider on the date set out in the notice, and will only be applicable to Referrals made after that date.	**ELC, 111, PT**
29.25	If the 18 Weeks Referral-to-Treatment Standard is at risk for any Activity covered by a Prior Approval Scheme, the Co-ordinating Commissioner may require the Provider to specify a revised pathway to mitigate that risk.	**All except AM, ELC, 111, PT**
29.26	If the Provider requests Prior Approval in accordance with a Prior Approval Scheme the relevant Commissioner must respond within the time period specified in the Prior Approval Scheme. If the Commissioner fails to do so it will be deemed to have given Prior Approval.	**All except AM, ELC, 111, PT**
29.27	At the Provider's request in case of urgent clinical need or a risk to patient safety, and if approved by the Commissioner's Medical Director (that approval not be unreasonably withheld or delayed), the relevant Commissioner must grant retrospective Prior Approval for a Service provided to a Service User.	**All except AM, ELC, 111, PT**
	EMERGENCIES AND INCIDENTS	
	SC30 Emergency Preparedness, Resilience and Response	
30.1	The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	**All**
30.2	The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following:	**All**
	30.2.1 the activation of its Incident Response Plan;	
	30.2.2 any risk, or any actual disruption, to CRS or Essential Services; and/or	
	30.2.3 the activation of its Business Continuity Plan.	
30.3	The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under SC30.2.	**All**
30.4	The Provider must at the request of the Co-ordinating Commissioner provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or Public Health England in response to any national, regional or local public health emergency or incident.	**All**
30.5	The right of any Commissioner to:	**All**
	30.5.1 withhold or retain sums under GC9 (*Contract Management*); and/or	
	30.5.2 suspend Services under GC16 (*Suspension*),	

	will not apply if the relevant right to withhold, retain or suspend has arisen only as a result of the Provider complying with its obligations under this SC30.	
30.6	The Provider must use its reasonable efforts to minimise the effect of an Incident or Emergency on the Services and to continue the provision of Elective Care and Non-elective Care notwithstanding the Incident or Emergency. If a Service User is already receiving treatment when the Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not:	**A**
	30.6.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or	
	30.6.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.	
30.7	Subject to SC30.6, if the impact of an Incident or Emergency is that the demand for Non-elective Care increases, and the Provider establishes to the satisfaction of the Co-ordinating Commissioner that its ability to provide Elective Care is reduced as a result, Elective Care will be suspended or scaled back as necessary for as long as the Provider's ability to provide it is reduced. The Provider must give the Co-ordinating Commissioner written confirmation every 2 calendar days of the continuing impact of the Incident or Emergency on its ability to provide Elective Care.	**A**
30.8	During or in relation to any suspension or scaling back of Elective Care in accordance with SC30.7:	**A**
	30.8.1 GC16 (*Suspension*) will not apply to that suspension;	
	30.8.2 if requested by the Provider, the Commissioners must use their reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care; and	
	30.8.3 the Provider must continue to provide Non-elective Care (and any related Elective Care), subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Incident or Emergency (using that discretion in accordance with Good Practice).	
30.9	If, despite the Provider complying fully with its obligations under this SC30, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of:	**A**
	30.9.1 the identity of each Service User who has been transferred and the alternative provider;	
	30.9.2 the identity of each Service User who has not been but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider;	
	30.9.3 cancellations and postponements of admission dates;	
	30.9.4 cancellations and postponements of out-patient appointments; and	

	30.9.5 other changes in the Provider's list.	
30.10	As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.	**A**
SC31	**Force Majeure: Service-specific provisions**	
31.1	Nothing in this Contract will relieve the Provider from its obligations to provide the Services in accordance with this Contract and the Law (including the Civil Contingencies Act 2004) if the Services required relate to an Event of Force Majeure that has occurred.	**AM, 111**
31.2	This will not however prevent the Provider from relying upon GC28 (*Force Majeure*) if the subsequent occurrence of a separate Event of Force Majeure prevents the Provider from delivering those Services.	**AM, 111**
31.3	Notwithstanding any other provision in this Contract, if the Provider is the Affected Party, it must ensure that all Service Users that it detains securely in accordance with the Law will remain in a state of secure detention as required by the Law.	**MHSS**
31.4	For the avoidance of doubt any failure or interruption of the National Telephony Service will be considered an event or circumstance beyond the Provider's reasonable control for the purpose of GC28 (*Force Majeure*).	**111**
	SAFETY AND SAFEGUARDING	
SC32	**Safeguarding, Mental Capacity and Prevent**	
32.1	The Provider must ensure that Service Users are protected from abuse and improper treatment in accordance with the Law, and must take appropriate action to respond to any allegation of abuse.	**All**
32.2	The Provider must nominate:	**All**
	32.2.1 a Safeguarding Lead and a named professional for safeguarding children, in accordance with Safeguarding Guidance;	
	32.2.2 a Child Sexual Exploitation Lead;	
	32.2.3 a Mental Capacity and Deprivation of Liberty Lead; and	
	32.2.4 a Prevent Lead,	
	and must ensure that the Co-ordinating Commissioner is kept informed at all times of the identity of the persons holding those positions.	
32.3	The Provider must comply with the requirements and principles in relation to the safeguarding of children and adults, including in relation to deprivation of liberty safeguards and child sexual exploitation, set out or referred to in:	**All**

	32.3.1 the 2014 Act and associated Guidance; 32.3.2 the 2014 Regulations; 32.3.3 the Children Act 1989 and the Children Act 2004 and associated Guidance; 32.3.4 the 2005 Act and associated Guidance; 32.3.5 Safeguarding Guidance; and 32.3.6 Child Sexual Exploitation Guidance.	
32.4	The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with: 32.4.1 the Law and Guidance referred to in SC32.3; 32.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.	**All**
32.5	The Provider must implement comprehensive programmes for safeguarding (including in relation to child sexual exploitation) and MCA training for all relevant Staff and must have regard to Safeguarding Training Guidance. The Provider must undertake an annual audit of its conduct and completion of those training programmes and of its compliance with the requirements of SC32.1 to 32.4.	**All**
32.6	At the reasonable written request of the Co-ordinating Commissioner, and by no later than 10 Operational Days following receipt of that request, the Provider must provide evidence to the Co-ordinating Commissioner that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.	**All**
32.7	If requested by the Co-ordinating Commissioner, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.	**All**
32.8	The Provider must co-operate fully and liaise appropriately with third party providers of social care services in relation to, and must itself take all reasonable steps towards, the implementation of the Child Protection Information Sharing Project.	**A+E, A, AM, U**
32.9	The Provider must: 32.9.1 include in its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy and the Prevent Guidance and Toolkit; and 32.9.2 include in relevant policies and procedures a programme to raise awareness of the Government Prevent Strategy among Staff and volunteers in line with the NHS England Prevent Training and Competencies Framework; and 32.9.3 include in relevant policies and procedures a WRAP delivery plan	**All**

that is sufficient resourced with WRAP facilitators.	
SC33 Incidents Requiring Reporting	
33.1 The Provider must comply with the arrangements for notification of deaths and other incidents to CQC, in accordance with CQC Regulations and Guidance (where applicable), and to any other relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents (as appropriate), in accordance with Good Practice and the Law.	**All**
33.2 The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, and must report all Serious Incidents and Never Events in accordance with the requirements of those Frameworks.	**All**
33.3 The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 6C (*Incidents Requiring Reporting Procedure*) and under Schedule 6A (*Reporting Requirements*).	**All**
33.4 If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule 6C (*Incidents Requiring Reporting Procedure*) and in Schedule 6A (*Reporting Requirements*).	**All**
33.5 The Commissioners will have complete discretion (subject only to the provisions of the DPA and other Law) to use the information provided by the Provider under this SC33, Schedule 6C *(Incidents Requiring Reporting Procedure*) and Schedule 6A (*Reporting Requirements*) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.	**All**
SC34 Care of Dying People and Death of a Service User	
34.1 The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with ISN 1580 (Palliative Care Co-ordination: Core Content) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	**All**
34.2 The Provider must maintain and operate a Death of a Service User Policy.	**All**
SC35 Duty of Candour	
35.1 The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	**All**

35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any notifiable safety incident.	**All**
35.3	If the Provider fails to comply with any of its obligations under SC35.2 the Co-ordinating Commissioner may: 35.3.1 notify the CQC of that failure; and/or 35.3.2 require the Provider to provide the Relevant Person with a formal, written apology and explanation for that failure, signed by the Provider's chief executive and copied to the relevant Commissioner; and/or 35.3.3 require the Provider to publish details of that failure prominently on the Provider's website.	**All**
35.4	Any action taken or required by the Co-ordinating Commissioner under SC35.3 will be in addition to any consequence applied in accordance with Schedule 4 (*Quality Requirements*).	**All**
	PAYMENT TERMS	
	SC36 Payment Terms	
	Payment Principles	
36.1	Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the National Tariff, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.	**All**
36.2	To avoid any doubt, the Provider will be entitled to be paid for Services delivered during the continuation of: 36.2.1 any Significant Incident or Emergency, except as otherwise provided or agreed under SC30 (*Emergency Preparedness, Resilience and Response*); and 36.2.2 any Event of Force Majeure, except as otherwise provided or agreed under GC28 (*Force Majeure*).	**All**
	Prices	
36.3	The Prices payable by the Commissioners under this Contract will be: 36.3.1 for any Service for which the National Tariff mandates or specifies a price: 36.3.1.1 the National Price; or 36.3.1.2 the National Price as modified by a Local Variation; or	**All**

	36.3.1.3 (subject to SC36.16 to 36.20 (*Local Modifications*)) the National Price as modified by a Local Modification approved or granted by Monitor, for the relevant Contract Year; 36.3.2 for any Service for which the National Tariff does not mandate or specify a price, the Local Price for the relevant Contract Year.	
	Local Prices	
36.4	The Co-ordinating Commissioner and the Provider may agree a Local Price for one or more Contract Years or for the duration of the Contract. In respect of a Local Price agreed for more than one Contract Year the Co-ordinating Commissioner and the Provider may agree and document in Schedule 3A (*Local Prices*) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. Any adjustment mechanism must require the Co-ordinating Commissioner and the Provider to have regard to the efficiency and uplift factors set out in the National Tariff where applicable.	**All**
36.5	Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff where applicable.	**All**
36.6	The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Schedule 3A (*Local Prices*). Where no adjustment mechanism has been agreed, the Co-ordinating Commissioner and the Provider must review and agree before the start of each Contract Year the Local Price to apply to the following Contract Year, having regard to the efficiency and uplift factors set out in the National Tariff where applicable. In either case the Local Price as adjusted or agreed will apply to the following Contract Year.	**All**
36.7	If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Price for the following Contract Year by the date 2 months before the start of that Contract Year, or there is a dispute as to the application of any agreed adjustment mechanism, either may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	**All**
36.8	If on or following completion of the mediation process the Co-ordinating Commissioner and the Provider still cannot agree any Local Price for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co-ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice.	**All**
36.9	If any Local Price has not been agreed or determined in accordance with SC36.6 and 36.7 before the start of a Contract Year then the Local Price will be that which applied for the previous Contract Year increased or decreased in accordance with the efficiency and uplift factor set out in the National Tariff where applicable. The application of these prices will not affect the right to terminate this Contract as a result of non-agreement of a Local Prices under SC36.8.	**All**
36.10	All Local Prices and any annual adjustment mechanism agreed in respect of them must be recorded in Schedule 3A (*Local Prices*). Where the Co-ordinating	**All**

	Commissioner and the Provider have agreed to depart from an applicable national currency that agreement must be submitted by the Co-ordinating Commissioner to Monitor in accordance with the National Tariff.	
	Local Variations	
36.11	The Co-ordinating Commissioner and the Provider may agree a Local Variation for one or more Contract Years or for the duration of this Contract.	**All**
36.12	The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	**All**
36.13	If the Co-ordinating Commissioner and the Provider agree any Local Variation for a period less than the duration (or remaining duration) of this Contract, the relevant Price must be reviewed before the expiry of the last Contract Year to which the Local Variation applies.	**All**
36.14	If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Variation to apply to the following Contract Year, the Price payable for the relevant Service for the following Contract Year will be the National Price.	**All**
36.15	Each Local Variation must be recorded in Schedule 3B (*Local Variations*), submitted by the Co-ordinating Commissioner to Monitor in accordance with the National Tariff and published in accordance with section 116(3) of the 2012 Act.	**All**
	Local Modifications	
36.16	The Co-ordinating Commissioner and the Provider may agree (or Monitor may determine) a Local Modification in accordance with the National Tariff.	**All**
36.17	Any Local Modification agreed and proposed by the Co-ordinating Commissioner and the Provider must be submitted for approval by Monitor in accordance with the National Tariff. If Monitor approves the application, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in Monitor's notice of approval. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending Monitor's approval of an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price as modified by the Local Modification submitted to Monitor.	**All**
36.18	If the Co-ordinating Commissioner and the Provider have failed to agree and propose a Local Modification, the Provider may apply to Monitor to determine a Local Modification. If Monitor determines a Local Modification, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in Monitor's notice of decision. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending Monitor's determination of a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15).	**All**
36.19	If Monitor has refused to approve an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may be agreed in accordance with SC36.11 to 36.15),	**All**

	and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15). If Monitor has refused an application by the Provider for a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15).	
36.20	Each Local Modification agreement and each application for determination of a Local Modification must be submitted to Monitor in accordance with section 124 or section 125 of the 2012 Act (as appropriate) and the National Tariff. Each Local Modification agreement and each Local Modification approved or determined by Monitor must be recorded in Schedule 3C (*Local Modifications*).	**All**
	Marginal Rate Emergency Rule	
36.21	The baseline value for emergency admissions must be agreed and recorded in Schedule 3D (*Marginal Rate Emergency Rule; Agreed Baseline Value*) in accordance with the National Tariff.	**A**
	Emergency Readmission Within 30 Days	
36.22	The threshold above which readmissions will not be reimbursed, and the amount that will not be paid for any readmission above that threshold, must be agreed and recorded in Schedule 3E (*Emergency Readmission Within 30 Days*) in accordance with the National Tariff.	**A**
	Aggregation and Disaggregation of Payments	
36.23	The Co-ordinating Commissioner may make or receive all (but not only some) of the payments due under SC36 in aggregate amounts for itself and on behalf of each of the Commissioners provided that it gives the Provider 20 Operational Days' written notice of its intention to do so. These aggregated payments will not prejudice any immunity from liability of the Co-ordinating Commissioner, or any rights of the Provider to recover any overdue payment from the relevant Commissioners individually. However, they will discharge the separate liability or entitlement of the Commissioners in respect of their separate Services. To avoid doubt, notices to aggregate and reinstate separate payments may be repeated or withdrawn from time to time. Where notice has been given to aggregate payments, references in SC36 to "a Commissioner", "the Commissioner" or "each Commissioner" are where appropriate to be read as referring to the Co-ordinating Commissioner.	**All**
	Payment where the Parties have agreed an Expected Annual Contract Value	
36.24	Each Commissioner must make payments on account to the Provider in accordance with the following provisions of SC36.25, or if applicable SC36.26 and 36.27.	**EACV agreed**

36.25	The Provider must supply to each Commissioner a monthly invoice before the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.	**EACV agreed**
36.26	If the Service Commencement Date is not 1 April the timing and amounts of the payments for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**EACV agreed**
36.27	If the Expiry Date is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to the Expiry Date and ending on the Expiry Date will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**EACV agreed**
	Reconciliation where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services	
36.28	Where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, in order to confirm the actual sums payable for the Services delivered the Provider must provide a separate reconciliation account for each Commissioner for each month showing the sum equal to the Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and must be sent by the Provider to the relevant Commissioner by the First Reconciliation Date for the month to which it relates.	**EACV agreed; SUS applies**
36.29	Following the First Reconciliation Date, each Commissioner must raise with the Provider any data validation queries it has and the Provider must answer those queries promptly and fully. The Parties must use all reasonable endeavours to resolve any queries by the Post Reconciliation Inclusion Date.	**EACV agreed; SUS applies**
36.30	The Provider must send to each Commissioner a final reconciliation account for each month within 5 Operational Days after the Final Reconciliation Date for that month. The final reconciliation account must either be agreed by the relevant Commissioner, or be wholly or partially contested by the relevant Commissioner in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a final reconciliation account.	**EACV agreed; SUS applies**
	Reconciliation for Services where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services	
36.31	Where the Parties have agreed an Expected Annual Contract Value and SUS	**EACV agreed;**

	does not apply to any of the Services, in order to confirm the actual sums payable for delivered Services the Provider must provide a separate reconciliation account for each Commissioner for each month (unless otherwise agreed by the Parties in writing in accordance with the National Tariff), showing the sum equal to the Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and sent by the Provider to the relevant Commissioner within 20 Operational Days after the end of the month to which it relates.	**SUS does not apply**
36.32	Each Commissioner and Provider must either agree the reconciliation account produced in accordance with SC36.31 or wholly or partially contest the reconciliation account in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	**EACV agreed; SUS does not apply**
	Other aspects of reconciliation for all Prices where the Parties have agreed an Expected Annual Value	
36.33	For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	**EACV agreed**
36.34	Each Commissioner's agreement of a reconciliation account or agreement of a final reconciliation account as the case may be (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner to the Provider or by the Provider to the relevant Commissioner , as appropriate. The Provider must supply to the Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or issue of the credit note.	**EACV agreed**
	Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS applies to some or all of the Services	
36.35	Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider must issue a monthly invoice by the Final Reconciliation Date for end of each month to each Commissioner in respect of those Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**EACV not agreed; SUS applies**
	Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS does not apply to any of the Services	
36.36	Where SUS does not apply to any of the Provider's Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider must issue a monthly invoice within 20 Operational Days after the end of each month to each Commissioner in respect of all Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice	**EACV not agreed; SUS does not apply**

	within 10 Operational Days of its receipt.	
	GENERAL PROVISIONS	
	Operational Standards, National Quality Requirements and Local Quality Requirements	
36.37	Subject to SC36.37A, if the Provider breaches any of the thresholds in respect of the Operational Standards, the National Quality Requirements or the Local Quality Requirements the Provider must repay to the relevant Commissioner or the relevant Commissioner must deduct from payments due to the Provider (as appropriate), the relevant sums as determined in accordance with Schedule 4A (*Operational Standards*) and/or Schedule 4B (*National Quality Requirements*) and/or Schedule 4C (*Local Quality Requirements*). The sums repaid or deducted under this SC36.37 in respect of any Quarter will not in any event exceed 2.5% of the Actual Quarterly Value.	**All**
36.37A	If the Provider has been offered access to the Sustainability and Transformation Fund, and has, as a condition of access, agreed with the national teams of Monitor/NHSTDA (as appropriate) and NHS England an overall financial control total and (where relevant) specific performance trajectories to be achieved during the Contract Year 1 April 2016 to 31 March 2017, no repayment will be required to be made, nor any deduction made, in relation to any breach of any threshold which occurs during that Contract Year in respect of any Operational Standard shown in bold italics in Schedule 4A (*Operational Standards*) or any National Quality Requirement shown in bold italics in Schedule 4B (*National Quality Requirements*). This will not affect any other rights and obligations the Parties may have under this Contract, including those under SC3 (*Service Standards*) and GC9 (*Contract Management*).	**All**
	Never Events	
36.38	If a Never Event occurs, the relevant Commissioner may deduct from payments due to the Provider, in accordance with Never Events Policy Framework, a sum equal to 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**
	Statutory and Other Charges	
36.39	Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.	**All except 111**
36.40	The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.	**All except 111**

36.41	The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:	**All**
	36.41.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, the Overseas Visitor Charging Guidance and the Who Pays? Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to non-EEA national Chargeable Visitors to the Department of Health;	
	36.41.2 if the Provider has failed to take all reasonable steps to: 36.41.2.1 identify a Chargeable Overseas Visitor; or 36.41.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations, no Commissioner will be liable to make any payment to the Provider in respect of any Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Provider must refund it to the relevant Commissioner;	
	36.41.3 (subject to SC36.41.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and Who Pays? Guidance), the appropriate contribution on account for all Services delivered by the Provider in accordance with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner;	
	36.41.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance);	
	36.41.5 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another EEA state, including the EEA reporting portal for EHIC and S2 activity; and	
	36.41.6 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance), the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have	

been reported through the EEA reporting portal.	
36.42 In its performance of this Contract the Provider must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Contract, the Law and/or Guidance.	**All**
Patient Pocket Money 36.43 The Provider must administer and pay all Patient Pocket Money to which a Service User is entitled to that Service User in accordance with Good Practice and the local arrangements that are in place and the relevant Commissioner must reimburse the Provider within 20 Operational Days following receipt of an appropriate invoice any Patient Pocket Money correctly administered and paid to the Service User.	**MH, MHSS**
VAT 36.44 Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.	**All**
Contested Payments 36.45 If a Party contests all or any part of any payment calculated in accordance with this SC36: 36.45.1 the contesting Party must (as appropriate): 36.45.1.1 within 5 Operational Days of the receipt of the reconciliation account in accordance with SC36.28 or 36.31, or the final reconciliation account in accordance with SC36.30 (as appropriate); or 36.45.1.2 within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.35 or 36.36, notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and 36.45.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and 36.45.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.45.1, the contesting Party must refer the matter to Dispute Resolution, and following the resolution of any Dispute referred to Dispute Resolution in	**All**

	accordance with this SC36.45, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	
	Interest on Late Payments	
36.46	Subject to any express provision of this Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will be entitled, in addition to any other right or remedy, to receive Interest on any payment not made from the day after the date on which payment was due up to and including the date of payment.	**All**
	Set Off	
36.47	Whenever any sum is due from one Party to another as a consequence of reconciliation under this SC36 or Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.	**All**
	Invoice Validation	
36.48	The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.	**All**
	Submission of Invoices	
36.49	The Provider must use all reasonable endeavours to submit all invoices via the e-Invoicing Platform in accordance with e-Invoicing Guidance.	**All**
	Nominated Supply Agreements	
36.50	The Co-ordinating Commissioner may at any time, by not less than 2 months' written notice, require the Provider to purchase any item listed in Annex B1 (*High Cost Drugs, Devices and Listed Procedures*) to the National Tariff and used in the delivery of the Services from a supplier, intermediary or via a framework listed in that notice. The Provider will not be entitled to payment for any such item purchased and used in breach of such a notice.	**Specialised Services**

QUALITY REQUIREMENTS AND INCENTIVE SCHEMES

SC37 Local Quality Requirements and Quality Incentive Scheme

37.1	The Parties must comply with their duties under the Law to improve the quality of clinical and/or care services for Service Users, having regard to Guidance.	**All**
37.2	Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under Monitor's Licence (if any) or required by any relevant Regulatory or Supervisory Body.	**All**
37.3	Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements and Quality Incentive Scheme Indicators that are to apply in respect of that Contract Year. In order to secure continual improvement in the quality of the Services, those Local Quality Requirements and Quality Incentive Scheme Indicators must not, except in exceptional circumstances, be lower or less onerous than those for the previous Contract Year. The Co-ordinating Commissioner and the Provider must give effect to those revised Local Quality Requirements and Quality Incentive Scheme Indicators by means of a Service Variation (and, where revised Local Quality Requirements and Quality Incentive Scheme Indicators are in respect of a Service to which a National Price applies and if appropriate, a Local Variation in accordance with SC36.11 to 36.15 (*Local Variations*)).	**All**
37.4	If revised Local Quality Requirements and/or Quality Incentive Scheme Indicators cannot be agreed between the Parties, the Parties must refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	**All**
37.5	For the avoidance of doubt, the Quality Incentive Scheme Indicators will apply in addition to and not in substitution for the Local Quality Requirements.	**All**

SC38 Commissioning for Quality and Innovation (CQUIN)

38.1	Where and as required by CQUIN Guidance, the Parties must implement a performance incentive scheme in accordance with CQUIN Guidance for each Contract Year or the appropriate part of it.	**All**
38.2	If the Provider has satisfied a CQUIN Indicator a CQUIN Payment calculated in accordance with CQUIN Guidance will be payable by the Commissioners to the Provider in accordance with CQUIN Table 1.	**All**
	Payment on Account	
38.3	Before the start of each Contract Year the Co-ordinating Commissioner and the Provider may agree a schedule of payments to be made by the Commissioners during the relevant Contract Year on account in expectation of the Provider satisfying the CQUIN Indicators. That schedule of payments must be recorded in CQUIN Table 2.	**All**
38.4	Each Commissioner must, on receipt of the appropriate invoice, pay to the	**All**

	Provider its CQUIN Payments on Account in accordance with CQUIN Table 2.	
	CQUIN Performance Report	
38.5	The Provider must submit to the Co-ordinating Commissioner a CQUIN Performance Report at the frequency and otherwise in accordance with the National Requirements Reported Locally.	**All**
38.6	The Co-ordinating Commissioner must review and discuss with each Commissioner the contents of each CQUIN Performance Report.	**All**
38.7	If any Commissioner wishes to challenge the content of any CQUIN Performance Report (including the clinical or other supporting evidence included in it) the Co-ordinating Commissioner must serve a CQUIN Query Notice on the Provider within 10 Operational Days of receipt of the CQUIN Performance Report.	**All**
38.8	In response to any CQUIN Query Notice the Provider must, within 10 Operational Days of receipt, either: 38.8.1 submit a revised CQUIN Performance Report (including, where appropriate, further supporting evidence); or 38.8.2 refer the matter to Dispute Resolution.	**All**
38.9	If the Provider submits a revised CQUIN Performance Report in accordance with SC38.8, the Co-ordinating Commissioner must, within 10 Operational Days of receipt, either: 38.9.1 accept the revised CQUIN Performance Report; or 38.9.2 refer the matter to Dispute Resolution.	**All**
38.10	The CQUIN Payments on Account may be adjusted from time to time as may be set out in CQUIN Table 2, on the basis of accepted CQUIN Performance Reports.	**All**
	Reconciliation	
38.11	Within 20 Operational Days following the later of: 38.11.1 the end of the Contract Year; and 38.11.2 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year, the Provider must submit a CQUIN Reconciliation Account to the Co-ordinating Commissioner.	**All**
38.12	If payment is made in accordance with Clause 38.14 before the final reconciliation account for the relevant Contract Year is agreed under SC36 (*Payment Terms*), and the Actual Annual Value for the relevant Contract Year is not the same as the value against which the CQUIN Payment was calculated, the Provider must within 10 Operational Days following the agreement of the final reconciliation account under SC36 (*Payment Terms*), send the Co-ordinating Commissioner a reconciliation statement reconciling the CQUIN	**All**

	Payment against what it would have been had it been calculated against the Actual Annual Value.	
38.13	Within 5 Operational Days of receipt of either the CQUIN Reconciliation Account under SC38.11 or the reconciliation statement under SC38.12 (as the case may be), the Co-ordinating Commissioner must either agree it or wholly or partially contest it in accordance with SC38.15. The Co-ordinating Commissioner's agreement of either the CQUIN Reconciliation Account under SC38.10 or the reconciliation statement under SC38.12 must not be unreasonably withheld or delayed.	**All**
38.14	The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under SC38.11 or a reconciliation statement under SC38.12 (or where agreed in part in relation to that part) will trigger a reconciliation payment by each relevant Commissioner to the Provider or by the Provider to each relevant Commissioner (as appropriate). The Provider must supply to each Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of the agreement and payment must be made within 10 Operational Days following receipt of the invoice or issue of the credit note.	**All**
38.15	If the Co-ordinating Commissioner contests either the CQUIN Reconciliation Account or the reconciliation statement: 38.15.1 the Co-ordinating Commissioner must within 5 Operational Days notify the Provider accordingly, setting out in reasonable detail the reasons for contesting the account, and in particular identifying which elements are contested and which are not contested; 38.15.2 any uncontested amount identified in either the CQUIN Reconciliation Account under SC38.11 or the reconciliation statement under SC38.12 must be paid in accordance with SC38.13 by the Party from whom it is due; and 38.15.3 if the matter has not been resolved within 20 Operational Days following the date of notification under SC38.15.1, either the Provider or the Co-ordinating Commissioner may refer the matter to Dispute Resolution, and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC38.15, if any amount is agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for that amount. The Party from whom any amount is agreed or determined to be payable must immediately pay the amount due to together with Interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	**All**
	Variations to National CQUINs	**All**
38.16	The Co-ordinating Commissioner and the Provider may agree to vary or disapply any National CQUIN. Any such variation or disapplication: 38.16.1 may be agreed for one or more Contract Years or for the duration of this Contract in accordance with CQUIN Guidance;	

38.16.2 must apply in respect of all of the Commissioners, must be recorded in Schedule 4G (*CQUIN Variations*) and submitted by the Co-ordinating Commissioner to NHS England in accordance with CQUIN Guidance.	

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