



NHS Standard Contract

2016/172017/18 and 2018/19

Particulars (Full Length)

Contract title/ref:

NHS England INFORMATION READER BOX

Directorate		
Medical	Operations and Information	Specialised Commissioning
Nursing	Trans. & Corp. Ops.	Commissioning Strategy
Finance		•

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Additional Circulation List	
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Document Status

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NHS Standard Contract

2016/172017/18 and 2018/19 Particulars

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Prepared by: NHS Standard Contract Team

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The updated version published on 13 April 2016 updates the hyperlink in Schedule 4F and the reporting frequency of item 11 in Schedule 6A. .

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Contract Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
COMMISSIONERS	[
CO-ORDINATING COMMISSIONER	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []

CONTENTS

PARTICULARS

CONTRACT
SERVICE COMMENCEMENT AND CONTRACT TERM
SERVICES
PAYMENT
QUALITY
GOVERNANCE AND REGULATORY
CONTRACT MANAGEMENT

SCHEDULE 1 - SERVICE COMMENCEMENT AND CONTRACT TERM

- A. Conditions Precedent
- B. Commissioner Documents
- C. Extension of Contract Term

SCHEDULE 2 - THE SERVICES

- A. Service Specifications
- A1. Specialised Services Derogations from National Service Specifications
- B. Indicative Activity Plan
- C. Activity Planning Assumptions
- D. Essential Services
- E. Essential Services Continuity Plan
- F. Clinical Networks
- G. Other Local Agreements, Policies and Procedures
- H. Transition Arrangements
- I. Exit Arrangements
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies
- L. Provisions Applicable to Primary Care Services

SCHEDULE 3 - PAYMENT

- A. Local Prices
- B. Local Variations Toc343591396
- C Local Modifications
- D. Marginal Rate Emergency Rule: Agreed Baseline Value
- E. Emergency Re-admissions Within 30 Days: Agreed Threshold
- F. Expected Annual Contract Values
- G Timing and Amounts of Payments in First and/or Final Contract Year

Toc343591398SCHEDULE 4 – QUALITY REQUIREMENTS

- A. Operational Standards
- B. National Quality Requirements
- C. Local Quality Requirements
- D. Commissioning for Quality and Innovation (CQUIN)
- E. Local Incentive Scheme
- F. Clostridium difficile
- G. CQUIN Variations

SCHEDULE 5 - GOVERNANCE

- A. Documents Relied On
- B1. Provider's Mandatory Material Sub-Contractors
- B2. Provider's Permitted Material Sub-Contractors
- C. Commissioner Roles and Responsibilities

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

- A. Reporting Requirements
- B. Data Quality Improvement Plans
- C. Incidents Requiring Reporting Procedure
- D. Service Development and Improvement Plans
- E. Surveys

SCHEDULE 7 - PENSIONS

SERVICE CONDITIONS

SC1 SC2	Compliance with the Law and the NHS Constitution Regulatory Requirements
SC3	Service Standards
SC4	Co-operation
SC5	Commissioner Requested Services/Essential Services
SC6	Choice, Referral and Booking
SC7	Withholding and/or Discontinuation of Service
SC8	Unmet Needs-and, Making Every Contact Count and Self Care
SC9	Consent
SC10	Personalised Care Planning and Shared Decision -Making
	Transfer of and Discharge from Care; Communication with GPs
SC12	Communicating With and Involving Service Users, Public and Staff
	Equity of Access, Equality and Non-Discrimination
	Pastoral, Spiritual and Cultural Care
SC15	•
SC16	Complaints
	Services Environment and Equipment
SC18	Sustainable Development
SC19	Food Standards and Sugar-Sweetened Beverages
SC20	Service Development and Improvement Plan
SC21	Antimicrobial Resistance and Healthcare Associated Infections
SC22	Venous Thromboembolism
SC23	Service User Health Records
SC24	NHS Counter-Fraud and Security Management
SC25	Procedures and Protocols
SC26	Clinical Networks, National Audit Programmes and Approved Research Studies
SC27	Formulary
SC28	Information Requirements
SC29	Managing Activity and Referrals
SC30	Emergency Preparedness, Resilience and Response
SC31	Force Majeure: Service-specific provisions
SC32	Safeguarding, Mental Capacity and Prevent
SC33	Incidents Requiring Reporting
SC34	Care of Dying People and Death of a Service User
SC35	Duty of Candour
SC36	Payment Terms
SC37	Local Quality Requirements and Quality Incentive Schemes Scheme
SC38	Commissioning for Quality and Innovation (CQUIN)

GENERAL CONDITIONS

GC1	Definitions and Interpretation
GC2	Effective Date and Duration
GC3	Service Commencement
GC4	Transition Period
GC5	Staff
GC6	Intentionally Omitted
GC7	Intentionally Omitted
GC8	Review
GC9	Contract Management
GC10	Co-ordinating Commissioner and Representatives
GC11	Liability and Indemnity
GC12	Assignment and Sub-Contracting
GC13	Variations
GC14	Dispute Resolution
GC15	Governance, Transaction Records and Audit
GC16	Suspension
GC17	Termination
GC18	Consequence of Expiry or Termination
GC19	Provisions Surviving Termination
	Confidential Information of the Parties
GC21	Patient Confidentiality, Data Protection, Freedom of Information and
	Transparency
GC22	Intellectual Property
GC23	NHS Identity, Marketing and Promotion
	Change in Control
	Warranties
	Prohibited Acts
	Conflicts of Interest and Transparency on Gifts and Hospitality
	Force Majeure
	Third Party Rights
	Entire Contract
	Severability
	Waiver
	Remedies
	Exclusion of Partnership
	Non-Solicitation
GC36	
	Costs and Expenses
	Counterparts
GC39	Governing Law and Jurisdiction

CONTRACT

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

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

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

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

SIGNED by	Signature
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT COMMISSIONER NAME]	Title Date
[INSERT AS ABOVE FOR	
EACH COMMISSIONER	
SIGNED by	Signature
[INSERT AUTHORISED	
SIGNATORY'S NAME] for and on behalf of	Title
[INSERT PROVIDER NAME]	Date

Signature

SIGNED by

[INSERT AS ABOVE FOR EACH COMMISSIONER]

[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of	Title	
[INSERT PROVIDER NAME]	<u></u>	
	<u>Date</u>	

SERVICE COMMENCEMENT AND CONTRACT TERM			
Effective Date	[The date of this Contract] [or as specified here]		
Expected Service Commencement Date			
Longstop Date			
Service Commencement Date			
Contract Term	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]		
Option to extend Contract Term	YES/NO By [] months/years		
Commissioner Notice Period (for termination under GC 17.2)	[12_] months] [Or other period_[Period(s)] as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]		
Commissioner Earliest Termination Date	[12_] months after the Service Commencement Date] [Or other period [Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]		
Provider Notice Period (for termination under GC17.3)	n [12_] months] [Or other period [Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]		
Provider Earliest Termination Date	[42_] months after the Service Commencement Date] [Or other period [Period(s) as agreed/determined locally in respect of the Contract as a whole and/or specific Services – to be specified here]		

SERVICES	
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
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)	
Specialised Services and other services directly commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	YES/NO
Service Requirements	
Indicative Activity Plan	YES/NO
Activity Planning Assumptions	YES/NO
Essential Services (NHS Trusts only)	YES/NO
Services to which 18 Weeks applies	YES/NO

Prior Approval Response Time Standard	Within [] Operational Days following	
	the date of request	
	<u>Or</u>	
	Not applicable	
PAYMENT		
Function Annual Contract Value Assess	VECNO	
Expected Annual Contract Value Agreed	YES/NO	
	\ -	
Must data be submitted by SUS for any of	YES/NO	
the Services?		
QUALITY		
Provider type	NHS Foundation Trust/NHS Trust	
	Other	
Clostridium Difficile difficile Baseline	[] or Nil or Not applicable	
Threshold (Acute Services only)		
GOVERNANCE AND		
REGULATORY		
Nominated Mediation Body	CEDR/Other – []	
•		
Provider's Nominated Individual	Γ 1	
	Email: []	
	Tel: []	
Provider's Information Governance Lead	[]	
	Email: [
	Tel: []	
Provider's Caldicott Guardian	[]	
	Email: [
	Tel: [
Provider's Senior Information Risk Owner	[]	
Tovidor o comor information risk owner	Email: []	
	Tel: []	
Provider's Accountable Emergency	[]	
Officer	Email: []	
	Tel: []	
D :: 1 0 (!: 1 1	• •	
Provider's Safeguarding Lead		
	Email: []	
	Tel: []	
Provider's Child Sexual Abuse and	<u> </u>	
Exploitation Lead	Email: []	
	Tel: []	
Provider's Mental Capacity and	L	
Deprivation of Liberty Lead	Email: []	
	Tel: [
Provider's Prevent Lead	[]	
	Email: [

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

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

- 1. Evidence of appropriate Indemnity Arrangements
- [Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)]
- 3. [Evidence of Monitor's Licence in respect of Provider and Material Sub-Contractors (where required)]
- 4. [Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner]
- 5. [Copies of the following Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner:—][LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT]
- 6. [A copy of the/each Direction Letter]
- 7. [Insert text locally as required]

The Provider must complete the following actions:

[Insert text locally as required]			

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
Insert text locally or state Not Applicable		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

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

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

Or

NOT USED

A. Service Specifications

Mandatory headings 1 — 4: mandatory but detail for local determination and agreement Optional headings 5-7: optional to use, detail for local determination and agreement.

All subheadings for local determination and agreement

Service Specification

No.

This is a non-mandatory model template for local population. Commissioners may retain the structure below, or may determine their own in accordance with the NHS Standard Contract Technical Guidance.

Servi	ce				
Comr	nissioner Le	ead			
Provi	der Lead				
Perio	d				
Date	of Review				
1.	Population	Needs			
1.1	National/loca	I context and evidence base			
2.	Outcomes				
2.1	NHS Outcomes Framework Domains & Indicators				
	Domain 1	Preventing people from dying prematurely			
	Domain 2	Enhancing quality of life for people with long-term conditions			
	Domain 3	Helping people to recover from episodes of ill-health or following injury			
	Domain 4	Ensuring people have a positive experience of care			
	Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm			
2.2	Local defined	outcomes			
3.	Scope				
3.1	Aims and objectives of service				
3.2	Service description/care pathway				
3.3	Population co	overed			

3.4	Any acceptance and exclusion criteria and thresholds
3.5	Interdependence with other services/providers
4.	Applicable Service Standards
4.1	Applicable national standards (eg NICE)
4.2	Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)
4.3	Applicable local standards
5.	Applicable quality requirements and CQUIN goals
5.1	Applicable Quality Requirements (See Schedule 4A-C)
5.2	Applicable CQUIN goals (See Schedule 4D)
6.	Location of Provider Premises
	rovider's Premises are located at:
7.	Individual Service User Placement

A.1 Specialised Services – Derogations from National Service Specifications

Insert text locally or state Not Applicable				

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years, or state Not Applicable					

C. Activity Planning Assumptions

Insert text locally in respect of one or more Contract Years, or state Not Applicable					

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable				

E. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable					

F. Clinical Networks

Insert text locally or state Not Applicable				

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink		
rt text locally<u>details/web link</u> Not Applicab	s as required* or state			

^{*} ie details of and/or web links to local agreement, policy or procedure as at date of Contract. Subsequent changes to those agreements, policies or procedures, or the incorporation of new ones, must be agreed between the Parties.

H. Transition Arrangements

Insert text locally or state Not Applicable				

I. Exit Arrangements

Insert text locally or state Not Applicable				

J. Transfer of and Discharge from Care Protocols

Insert text locally		

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally		

L. Provisions Applicable to Primary Care Services

Insert text locally or state Not Applicable		

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

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

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

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by Monitor Monitor</a

text and/or attach spreadsheets or documents locally – or state Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

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

http://www.monitor.gov.uk/locallydeterminedprices.https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor). For each Local Modification application granted by MonitorNHS Improvement, copy or attach the decision notice published by MonitorNHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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

SCHEDULE 3 - PAYMENT

D. Marginal Rate Emergency Rule: Agreed Baseline Value

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

SCHEDULE 3 - PAYMENT

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

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

SCHEDULE 3 - PAYMENT

F. Expected Annual Contract Values

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

SCHEDULE 3 - PAYMENT

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

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

A. Operational Standards

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral*	Operating standard of 92% at specialty level (as reported on Unify)	Review of Service Quality Performance Reports	Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold	Monthly	Services to which 18 Weeks applies
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*	Operating standard of no more than 1%	Review of Service Quality Performance Reports	Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Monthly	A CS CR D
	A&E waits					

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
E.B.5	Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department*	Operating standard of 95%	Review of Service Quality Performance Reports	Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U
	Cancer waits - 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment*	Operating standard of 93%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.7	Percentage of Service	Operating	Review of Service Quality	Where the number of	Quarterly	А

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment*	standard of 93%	Performance Reports	Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold		CR R
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers*	Operating standard of 96%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery*	Operating standard of 94%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.10	Percentage of Service	Operating	Review of Service Quality	Where the number of	Quarterly	Α

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen*	standard of 98%	Performance Reports	Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold		CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy*	Operating standard of 94%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits - 62 days					
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer*	Operating standard of 85%	Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.13	Percentage of Service	Operating	Review of Service Quality	Where the number of	Quarterly	Α

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers*	standard of 90%	Performance Reports	Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold		CR R
	Category A ambulance calls					
E.B.15.i	Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes*	Operating standard of 75%	Review of Service Quality Performance Reports	Where, for the Contract Year as a whole, the number of Red 1 calls where the emergency response did not arrive within 8 minutes exceeds the tolerance permitted by the threshold, £300 in respect of each call above that threshold	Annual	AM
E.B.15.ii	Percentage of Category A Red 2 ambulance calls resulting in an emergency response arriving within 8 minutes*	Operating standard of 75%	Review of Service Quality Performance Reports	Where, for the Contract Year as a whole, the number of Red 2 calls where the emergency response did not arrive within 8 minutes exceeds the tolerance permitted by the threshold, £100 in respect of each call above that threshold**	Annual	AM
E.B.16	Percentage of Category	Operating	Review of Service Quality	Where, for the Contract	Annual	AM

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	A calls resulting in an ambulance arriving at the scene within 19 minutes*	standard of 95%	Performance Reports	Year as a whole, the number of calls where the response did not arrive within 19 minutes exceeds the tolerance permitted by the threshold, £100 in respect of each call above that threshold**		
	Mixed sex accommodation breaches					
E.B.S.1	Mixed sex accommodation breach*	>0	Review of Service Quality Performance Reports	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice*	Number of Service Users who are not offered another binding date within 28 days >0	Review of Service Quality Performance Reports	Non-payment of costs associated with cancellation and non- payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR
	Mental health					

Ref	Operational Standards	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*	Operating standard of 95%	Review of Service Quality Performance Reports	Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	MH MHSS

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

^{*(} as further described in <u>Joint Technical Guidance for Commissioners, Definitions for Performance and Activity 2017/18-2018/19.</u> available at: https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/)https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-perfor mance-activity.pdf

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

B. National Quality Requirements

	National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant Staphylococcus aureus*	>0	Review of Service Quality Performance Reports	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile*	[Insert Baseline Threshold baseline threshold identified for Provider: see Schedule 4F]	Review of Service Quality Performance Reports	As set out in Schedule 4GE, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways*	>0	Review of Service Quality Performance Reports	£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 30 minutes*	>0	Review of Service Quality Performance Reports	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E
E.B.S.7b	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes*	>0	Review of Service Quality Performance Reports	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover	>0	Review of Service	£20 per event where > 30	Monthly	AM

	National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes*		Quality Performance Reports	minutes in the relevant month		
E.B.S.8b	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes*	>0	Review of Service Quality Performance Reports	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	Trolley waits in A&E not longer than 12 hours*	>0	Review of Service Quality Performance Reports	£1,000 per incidence in the relevant month	Monthly	A+E
E.B.S.6	No urgent operation should be cancelled for a second time*	>0	Review of Service Quality Performance Reports	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance	95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A
	Duty of candour	Each failure to notify the Relevant Person	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the	Monthly	All

National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	of a suspected or actual Reportable PatientNotifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations		episode of care is unknown or indeterminate		
Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A MH MHSS
Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	95%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A&E
Completion of Mental Health Services Data Set ethnicity coding for all Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that	Monthly	MH MHSS

	National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
				threshold		
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis who commencedor ARMS (at risk mental state) who wait less than two weeks to start a NICE-concordantrecomm ended package of care within two weeks of referral*	Operating For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who are treated withinwait six weeks of or less from	Operating standard of 75%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS

	National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
	referral to entering a course of IAPT treatment*					
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who are treated withinwait 18 weeks of or less from referral to entering a course of IAPT treatment*	Operating standard of 95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and and young adults) across all tumour sites	Failure to produce a robust implementation plan, by 30 June 2016, to-achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult) by 31 March 2017	Review of Service Quality Performance Reports	5% of the Actual Monthly Value for the Services provided under Service Specification B15/S/a (Cancer: Chemotherapy (Adult) per month, until a robust full implementation plan is produced acheived	Monthly	Where both Specialised Services and Cancer apply
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical	Failure to produce a robust implementation plan, by 30	Review of Service Quality Performance Reports	5% of the Actual Monthly Value for the Services provided under Service Specification B15/S/b	Monthly	Where both Specialised Services and Cancer apply

National Quality Requirement	Threshold (2016/17)	Method of Measurement (2016/17)	Consequence of breach	Timing of application of consequence	Application
teams within the Provider dealing with children, teenagers and young adults across all tumour sites	September 2016 to-achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults) by 30 September 2017		Cancer: Chemotherapy (Children, Teenagers and Young Adults) per month, until a robust full implementation plan-is produced acheived		

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

^{*(} as further described in <u>Joint Technical Guidance for Commissioners, Definitions for Performance and Activity 2017/18-2018/19,</u> available at: https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years					

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Schemes Indicators

Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years.				
or state Not Applicable				

CQUIN Table 2: CQUIN Payments on Account

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

E. Local Incentive Scheme

Insert text locally in respect of one or more Contract Years, or state Not Applicable

F. Clostridium difficile

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

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

Y = 0

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

where:

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

B = the Baseline Threshold baseline threshold (the figure as notified to the Provider and recorded in the Particulars,

being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance:

https://www.england.nhs.uk/patientsafety/associated-infections/clostridium-difficile/)

C = no. of inpatient bed days in respect of Service Users in the Contract Year no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.4736.37 (Operational Standards, National Quality Requirements and Local Quality Requirements), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

Clostridium difficile adjustment: Other Providers (Acute Services only)

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

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

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

G. CQUIN Variations

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

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

SCHEDULE 5 - GOVERNANCE

B.1 Provider's Mandatory Material Sub-Contractors

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

SCHEDULE 5 - GOVERNANCE

B.2 Provider's Permitted Material Sub-Contractors

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

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

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

A. Reporting Requirements

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Natio	onal Requirements Reported Centrally				
1.	As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCICNHS Digital website to be found at Error! Hyperlink reference not valid. http://www.hscic.gov.uk/article/5073/Central-Register-of-Collections http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2.	Patient Reported Outcome Measures (PROMS) Error! Hyperlink reference not valid. http://digital.nhs.uk/proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
Natio	onal Requirements Reported Locally				
1.	Activity and Finance Report (note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.2836.28, or under SC36.31)	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	All
2.	Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied;	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
	c. details of, and reasons for, any failure to meet requirements: d. the outcome of all Root Cause Analyses				AII AII
	and audits performed pursuant to SC22 (Venous Thromboembolism); e. report on performance against the HCAI Reduction Plan				A
					A
3.	CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	All
4.	NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	[Monthly, or as agreed locally]	[For local agreement], according to published NHS Safety Thermometer reporting routes	[For local agreement], according to published NHS Safety Thermometer reporting routes	All (not AM, CS, D, 111, PT, U)
5.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	All
6.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7.	Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	CR R
8.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All
9.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
10.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E
	A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard				U

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
	Specification http://www.isb.nhs.uk/documents/isb-1594/amd-3 http://content.digital.nhs.uk/isce/publication/isb15 http://content.digital.nhs.uk/isce/publication/isb15				
11.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2(Staff)	Six monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	All
12.	Report on compliance with the National Workforce Race Equality Standard and the National Workforce Disability Equality Standard **	Annually	[For local agreement]	[For local agreement]	All
13.	Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally) I Requirements Reported Locally	As set out at http://www.england.nhs.u k/nhs-standard-contract/s s-reporting	As set out at http://www.england.nhs .uk/nhs-standard-contr act/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/s-reporting http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	Specialised Services
	t as agreed locally . *				

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

^{**} As set out in SC13.7, the first annual report on the Provider's progress in implementing the Workforce Disability Equality Standard must be supplied by 31 March 2019.

NHS STANDARD CONTRACT 2016/17/2017/18 and 2018/19 PARTICULARS (Full Length)

B. Data Quality Improvement Plans

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

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing lessons Lessons Learned from: (1) Serious Incidents (2) Reportable Patient Notifiable Safety Incidents (3) Other Other Patient Safety
Incidents
Insert text locally

D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
[Seven Day Services]*				
[Mental Health Access Standards]*				
[Digital TransformationSec ondary/primarycare interface]*				
[e-ReferralSmoke-fr ee premises]*				
Insert text locally				[Subject to GC9 (Contract Management)] or [locally agreed]

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

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey [Insert further description locally]				All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) [Other] [insertInsert] [insertInsert] [insertInsert] [insertInsert]				All
Carer Survey [Insert further description locally]				All
[Other insert locally]				

SCHEDULE 7 - PENSIONS

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

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