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NHS Standard Contract (full length) 2017/18 and 2018/19

National Variation Agreement for existing 2014/15, 2015/16 and 2016/17 form contracts

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**National Variation Agreement for existing 2014/15, 2015/16 and 2016/17 form contracts**

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**THIS NATIONAL VARIATION AGREEMENT is dated [ ] 2017 and made between:**

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

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

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

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

 (the **Commissioners**)

and

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

**WHEREAS**

1. The Commissioners and the Provider entered into a contract dated [*insert date of original 2016/17, 2015/16 or 2014/15 contract*] as varied pursuant to GC13 of that contract (the **Contract**).
2. GC13 of the Contract requires the Parties to vary the Contract to apply National Variations.
3. The Parties wish to vary the Contract in accordance with GC13 so as to bring the Contract into alignment with certain provisions of the NHS Standard Contract published by NHS England for the years 2017/18 and 2018/19.
4. In consideration of their mutual obligations under this National Variation Agreement and the payment by each Party to the other of £1 (receipt of which each Party acknowledges), the Parties have therefore agreed to vary the Contract on the terms set out in this National Variation Agreement.

**IT IS AGREED:**

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

**Contract** has the meaning given to it in Recital A of this National Variation Agreement (and which may be the 2016/17 Contract, the 2015/16 Contract or the 2014/15 Contract);

**2014/15 Contract** means the NHS Standard Contract published by NHS England for the year 2014/15, as subsequently varied in accordance with applicable National Variations;

**2015/16 Contract** means the NHS Standard Contract published by NHS England for the year 2015/16, as subsequently varied in accordance with applicable National Variations;

**2016/2017 Contract** means the NHS Standard Contract published by NHS England for the year 2016/2017;

**2017/18 Contract** means the NHS Standard Contract published by NHS England for the years 2017/18 and 2018/19;

**GC** and **SC** mean respectively any General Condition or Service Condition of the 2017/18 Contract or of the applicable the 2014/15 Contract, 2015/16 Contract or 2016/17 Contract, as the context requires;

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

**Variations** means the variations set out in clauses 3 to 24 (inclusive) of this National Variation Agreement.

* 1. Except where otherwise expressly identified, all references in this National Variation Agreement to numbered SCs, GCs or Schedules relate to the SCs, GCs and Schedules of the Contract.
	2. Where the application of any content in the 2017/18 Contract is limited in the 2017/18 Contract to certain Service or Provider categories only, the same limitations will apply where that content is added to the Contract by this National Variation Agreement.
	3. Where any Variation refers to the 2014/15 Contract, 2015/16 Contract or 2016/17 Contract, that reference applies to the variation of the Contract according to whether the Contract itself is in the form of the 2014/15 Contract, 2015/16 Contract or 2016/17 Contract.
1. **Effective Date of VAriations**

The Variations apply with effect from 1 April 2017.

1. **SC3 (Service Standards)**

Insert a new SC3.9 and SC3.10 as follows:

"3.9 In support of the national programme to implement the Seven Day Hospital Priority Clinical Standards in full by 2020, the Provider must complete and report the bi-annual Seven Day Service Self-Assessment as required by Guidance and must share a copy of each self-assessment with the Co-ordinating Commissioner.

3.10 Where the Provider provides vascular surgery Services, hyper-acute stroke Services, major trauma Services, STEMI heart attack Services or children’s critical care Services, the Provider must ensure that, by 1 November 2017, those Services comply in full with Seven Day Hospital Priority Clinical Standards."

1. **SC4 (Co-operation)**

Delete the text of SC4.3.4 and replace with:

“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, optimise allocation of resources and minimise unwarranted variations in quality and outcomes."

1. **SC6 (Choice, Referral and Booking)**
	1. Delete the text SC6.1 and SC6.2 and replace with:

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

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:

6.2.1 the Provider must ensure that all such Services are able to receive Referrals through the NHS e-Referral Service;

6.2.2 the Provider must, in respect of Services which are Directly Bookable:

6.2.2.1 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; and

6.2.2.2 ensure that it has arrangements in place to accept Referrals via the NHS e-Referral Service where the Service User or Referrer has not been able to book a suitable appointment, ensuring that it has safe systems in place for offering appointments promptly where this occurs;

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 in respect of all Referrals by GPs and other primary care Referrers the Provider is given accurate Service User contact details and all pertinent information required by relevant local Referral protocols;

6.2.5 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

6.2.6 each Commissioner must 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."

* 1. Insert a new SC6.2A (2014/15 Contract: SC6.2B, numbered accordingly) as follows:

"6.2A With effect from 1 October 2018, and as provided for in NHS e-Referral Guidance and/or any subsequent guidance published by NHS England and/or NHS Digital, the Provider need not accept (and will not be paid for any first outpatient attendance resulting from) Referrals by GPs to Consultant-led acute outpatient Services made other than through the NHS e-Referral Service."

1. **SC8 (Unmet Needs and Making Every Contact Count)**

Insert a new SC8.7 as follows:

"8.7 Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care."

1. **SC10 (Personalised Care Planning and Shared Decision-Making)**

Delete the text of SC10 and replace with:

"10.1 The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner, and must have regard to NICE guideline NG56 (*multi-morbidity clinical assessment and management*).

10.2 Where required by Guidance, the Provider must, in association with other relevant providers of health and social care, 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.

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).

10.4 Where appropriate the Provider must comply with the Care Programme Approach in providing the Services.

10.5 Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it."

1. **SC11 (Transfer of and Discharge from Care; Communication with GPs)**
	1. Delete the text of SC11.1 and SC11.2 and replace with:

“11.1 The Provider must comply with:

11.1.1 the Transfer of and Discharge from Care Protocols;

11.1.2 the 1983 Act;

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

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

11.1.5 the 2014 Act and the Care and Support (Discharge of Hospital Patients) Regulations 2014; and

11.1.6 Transfer and Discharge Guidance and Standards.

11.2 The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care."

* 1. Delete the text of SC11.4 and replace with:

“11.4 A Commissioner may agree a Shared Care Protocol in respect of any clinical pathway with the Provider and representatives of local primary care and other providers. Where there is a proposed Transfer of Care and a Shared Care Protocol is applicable, the Provider must, where the Service User’s GP has confirmed willingness to accept the Transfer of Care, initiate and comply with the Shared Care Protocol."

* 1. Delete the text of SC11.7 and SC11.8 and replace with:

“11.7 Where, in the course of delivering an outpatient Service to a Service User, the Provider becomes aware of any matter or requirement pertinent to that Service User’s ongoing care and treatment which would necessitate the Service User’s GP taking prompt action, the Provider must communicate this by issue of a Clinic Letter to the Service User’s GP. The Provider must send the Clinic Letter as soon as reasonably practicable and in any event within 10 days (with effect from 1 April 2018, within 7 days) following the Service User’s outpatient attendance. With effect from 1 October 2018, the Provider must issue such Clinic Letters using an applicable Delivery Method.

11.8 The Commissioners must use all reasonable endeavours to assist the Provider to access the necessary national information technology systems to support electronic submission of Discharge Summaries and Clinic Letters and to ensure that GPs are in a position to receive Discharge Summaries and Clinic Letters transmitted electronically."

* 1. Insert a new SC11.10 and SC11.11 as follows:

“11.10 Where a Service User has an immediate clinical need for medication to be supplied following outpatient clinic attendance, the Provider must itself supply to the Service User an adequate quantity of that medication to last for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least sufficient to meet the Service User’s immediate clinical needs until the Service User’s GP receives the relevant Clinic Letter and can prescribe accordingly).

11.11 Where a Service User either:

11.11.1 is admitted to hospital under the care of a member of the Provider’s medical Staff; or

11.11.2 is discharged from such care; or

11.11.3 attends an outpatient clinic under the care of a member of the Provider’s medical Staff,

the Provider must, where appropriate under and in accordance with Fit Note Guidance, issue free of charge to the Service User or their Carer or Legal Guardian any necessary medical certificate to prove the Service User’s fitness or otherwise to work, covering the period until the date by which it is anticipated that the Service User will have recovered or by which it will be appropriate for a further clinical review to be carried out."

1. **SC12 (Communicating with and involving Service Users, Public and Staff)**
	1. Delete the text of SC12.1 and replace with:

“12.1 The Provider must:

12.1.1 arrange and carry out 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 until such point as the Service User can appropriately be discharged in accordance with the Transfer of and Discharge from Care Protocols;

12.1.2 ensure that Staff work effectively and efficiently together, across professional and Service boundaries, to manage their interactions with Service Users so as to ensure that they experience co-ordinated, high quality care without unnecessary duplication of process;

12.1.3 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 readily understandable, functional, clinically appropriate and cost effective manner; and

12.1.4 communicate in a readily understandable, functional 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."

* 1. Insert a new SC12.1A as follows:

“12.1A The Provider must:

12.1A.1 provide Service Users (in relation to their own care) and Referrers (in relation to the care of an individual Service User) with clear information in respect of each Service about who to contact if they have questions about their care and how to do so;

12.1A.2 ensure that there are efficient arrangements in place in respect of each Service for responding promptly and effectively to such questions and that these are publicised to Service Users and Referrers using all appropriate means, including appointment and admission letters and on the Provider’s website; and

12.1A.3 wherever possible, deal with such questions from Service Users itself, and not by advising the Service User to speak to their Referrer."

1. **SC13 (Equity of Access, Equality and Non-Discrimination)**

Insert a new SC13.7 (2015/16 Contract and 2014/15 Contract: SC13.6) as follows:

“The Provider must implement the National Workforce Disability Equality Standard from 1 April 2018 and must submit a report by 31 March 2019 and then annually to the Co-ordinating Commissioner on its progress in implementing that standard."

1. **SC19 / SC15B (Food Standards)**

Insert a new SC19.3 (2014/15 Contract: SC15B.3) as follows:

“When procuring and/or negotiating contractual arrangements through which any potential or existing tenant, sub-tenant, licensee, contractor, concessionaire or agent will be required or permitted to sell food and drink from the Provider’s Premises, the Provider must (having taken appropriate public health advice) include in those contractual arrangements terms which require the relevant party to provide and promote healthy eating and drinking options (including outside normal working hours where relevant) and to adopt the full range of mandatory requirements in Government Buying Standards."

1. **SC23 (SErvice User Health Records)**
	1. Delete the text of SC23.1 and replace with:

"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 Information Governance Alliance Guidance and/or otherwise by the Department of Health, NHS England or NHS Digital, and then securely destroy them."

* 1. Delete the text of SC23.7 and replace with:

"23.7 The Provider must use all reasonable endeavours to ensure that its clinical information technology systems provide open interfaces in accordance with Open API Policy and must ensure that, by no later than 31 December 2018, all of its major clinical information technology systems enable the Key Clinical Data Fields to be accessible as structured information through open interfaces (subject to the provisions of GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) to other providers of services to Service Users."

* 1. Insert a new SC23.9 and SC23.10 as follows:

"**Urgent Care Data Sharing Agreement**

23.9 By no later than 1 April 2017 the Provider must enter into an Urgent Care Data Sharing Agreement with the Commissioners and such other providers of urgent and emergency care services as the Co-ordinating Commissioner may specify, consistent with the requirements of GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) and otherwise on such terms as the Co-ordinating Commissioner may reasonably require.

**Health and Social Care Network**

23.10 The Provider must, where applicable, collaborate with NHS Digital in taking the necessary steps to procure access to the Health and Social Care Network and must manage transition to the Health and Social Care Network in a timely and efficient manner."

1. **SC28 (Information Requirements)**
	1. Delete the text of SC28.2.2 and replace with:

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

* 1. Delete the text of SC28.2.5 and replace with:

“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 NHS Digital, use the Service User’s verified NHS Number as the consistent identifier of each record on all patient datasets; and"

1. **SC29 (Managing Activity and Referrals)**
	1. Delete the text of SC29.21 and replace with:

“**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. In determining whether to implement any new or replacement Prior Approval Scheme or to amend any existing Prior Approval Scheme, the Commissioners must have regard to the burden which Prior Approval Schemes may place on the Provider. The Commissioners must use reasonable endeavours to minimise the number of separate Commissioner-specific Prior Approval Schemes in relation to any individual condition or treatment. 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)."

* 1. Delete the text of SC29.25 and SC29.26 and replace with:

"29.25 Subject to the timely provision by the Provider of all of the information specified within a Prior Approval Scheme, the relevant Commissioner must respond within the Prior Approval Scheme Response Time Standard to any request for approval for treatment for an individual Service User. If the Commissioner fails to do so, it will be deemed to have given Prior Approval.

29.26 Each Commissioner and the Provider must use all reasonable endeavours to ensure that the design and operation of Prior Approval Schemes does not cause undue delay in Service Users accessing clinically appropriate treatment and does not place at risk achievement by the Provider of any Quality Requirement."

1. **SC32 (Safeguarding, Mental Capacity and Prevent)**
	1. Delete the text of SC32.1, SC32.2 and SC32.3 and replace with:

“32.1 The Provider must ensure that Service Users are protected from abuse, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of abuse in accordance with the Law.

32.2 The Provider must nominate:

32.2.1 a Safeguarding Lead and/or a named professional for safeguarding children, young people and adults, in accordance with Safeguarding Guidance;

32.2.2 a Child Sexual Abuse and 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, young people and adults, including in relation to deprivation of liberty safeguards, child sexual abuse and exploitation, domestic abuse and female genital mutilation (as relevant to the Services) set out or referred to in:

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 Abuse and Exploitation Guidance."

* 1. Delete the text of SC32.5 and replace with:

“32.5 The Provider must implement comprehensive programmes for safeguarding (including in relation to child sexual abuse and 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."

1. **SC36 (Payment Terms)**
	1. Delete the text of SC36.37A (2015/16 Contact: SC36.46A and 2014/15 Contract: 36.47A, with the numbering below amended accordingly and the reference to the SDIP being to Schedule 6E) and replace with:

“36.37A If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:

36.37A.1 agreed with the national teams of NHS Improvement and NHS England an overall financial control total and other associated conditions for either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both; and

36.37A.2 (where required by those bodies):

36.37A2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)); and/or

36.37A2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the contract Year 1 April 2018 to 31 March 2019 or both which have been accepted by those bodies (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)),

no repayment will be required to be made, nor any deduction made, in relation to any breach of any threshold which occurs during any Contract Year or Contract Years for which such financial control totals and specific performance trajectories have been agreed and/or such assurance statements have been submitted and accepted 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*)."

* 1. Delete the text of SC36.46 (2015/16 Contact and 2014/15 Contract: SC36.55, with clause numbering amended accordingly) and replace with:

"**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 at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the date after the date on which payment was due up to and including the date of payment."

* 1. Delete the text of SC36.50 (2015/16 Contact and 2014/15 Contract: SC36.59, with clause numbering amended accordingly) and replace with:

"**Nominated Supply Agreements**

36.50 The Co-ordinating Commissioner may at any time, by reasonable notice (having regard to the terms of existing supply agreements entered into prior to 1 October 2015 pursuant to a lawful procurement process) in writing, require the Provider to purchase (and that any Sub-Contractor purchases) any device listed in the High Cost Devices and Listed Procedures tab, or any drug listed in the High Cost Drugs tab at Annex A 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."

1. **SC38 (Commissioning for Quality and Innovation (CQUIN))**

Delete the text of SC38.16 (*Disapplication of National CQUINs*) (2014/15 Contract: SC38.15).

1. **GC5 (Staff)**
	1. Delete the text of GC5.4 and replace with:

“5.4 The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:

5.4.1 proper and sufficient induction, continuous professional and personal development, clinical supervision, training and instruction;

5.4.2 full and detailed appraisal (in terms of performance and on-going education and training) using where applicable the Knowledge and Skills Framework or a similar equivalent framework; and

5.4.3 professional leadership appropriate to the Services,

each in accordance with Good Practice and the standards of their relevant professional body, if any, and, in relation to clinical supervision for midwives, any Guidance issued by the Department of Health or NHS England."

* 1. Delete the text of GC5.6 and replace with:

“5.6 The Provider must cooperate with the LETB and Health Education England in the manner and to the extent they request in planning the provision of, and in providing, education and training for healthcare workers, and must provide them with whatever information they request for such purposes. The Provider must have regard to the HEE Quality Framework."

1. **GC9 (Contract Management)**

Delete the text of GC9.26 (2015/16 Contract and 2014/15 Contract: GC9.28, with numbering below amended accordingly and with references to the SDIP to refer to Schedule 6E) and replace with:

“**Sustainability and Transformation Fund**

9.26 If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:

9.26.1 agreed with the national teams of NHS Improvement and NHS England an overall financial control total and other associated conditions for either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both; and

9.26.2 (where required by those bodies):

9.26.2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)); and/or

9.26.2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both which have been accepted by those bodies (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)),

no Commissioner may withhold or retain payment under this GC9 (*Contract Management*) or otherwise in respect of any failure to agree a RAP, or to comply with any RAP, in relation to any breach of any threshold which occurs during any Contract Year or Contract Years for which such financial control totals and specific performance trajectories have been agreed and/or such assurance statements have been submitted and accepted 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*), and/or any failure to comply with specific performance trajectories or assurances as referred to above."

1. **GC12 (Assignment and Sub-contracting)**

Delete the text of GC12.10.3 and replace with:

“12.10.3 to a Local Authority pursuant to a Partnership Agreement or to arrangements pursuant to regulations made under the Cities and Local Government Devolution Act 2016 or to an order under section 105A of the Local Democracy, Economic Development and Construction Act 2009; or".

1. **GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency)**
	1. Delete the text of GC21.2 and replace with:

“21.2 The Provider must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the NHS Information Governance Toolkit (or any successor framework), as applicable to the Services and the Provider’s organisation type."

* 1. Delete the text of GC21.3.4 and GC21.4 and replace with:

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

21.4 The Provider must adopt and implement the recommendations made by the National Data Guardian and must comply with further Guidance issued by the Department of Health, NHS England and / or NHS Digital pursuant to or in connection with those recommendations. The Provider must be able to demonstrate its compliance with those recommendations in accordance with the requirements and timescales set out in such Guidance, including its adherence to data security standards and requirements for enabling patient choice."

and any references in GC21 to the NHS Information Governance Toolkit to be read to include any successor framework.

1. **GC27 (Conflicts of Interest and Transparency on Gifts and Hospitality)**

Delete the text of GC27.2 and GC27.3 and replace with:

“27.2 The Provider must and must ensure that, in delivering the Services, all Staff comply with Law, with Managing Conflicts of Interest in the NHS and other Guidance, and with Good Practice, in relation to gifts, hospitality and other inducements and actual or potential conflicts of interest."

1. **General Conditions: Definitions and Interpretation**

Insert the new definitions set out in Part 1 of Appendix 1, and amend the definitions set out in Part 2 of Appendix 1 as described in that Part 2.

1. **PARTICULARS**
	1. Add a new field to the grid at the front of the Particulars, as follows:

| **Prior Approval Response Time Standard**  | Within [ ] Operational Days following the date of request Or Not applicable Or As stated in each existing Prior Approval Scheme |
| --- | --- |

and specify the applicable response time according to the Contract.

* 1. Delete the contents of the following Parts of Schedule 4:
		1. Part A: Operational Standards; and
		2. Part B: National Quality Requirements

and replace with the equivalent Parts A and B set out in Appendix 2 completed with local content where applicable. Any references to “Applicable Service Category” to be interpreted as in the 2017/18 Contract.

* 1. Delete the contents of Schedule 6 Part A (2015/16 and 2014/15 Contracts: Part B) (*Reporting Requirements*) and replace with the equivalent content set out in Appendix 3, completed with Local Requirements Reported Locally as applicable.
1. **Counterparts**

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

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

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

1. **Continuing effect**

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

1. **Governing Law and Jurisdiction**

This National Variation Agreement shall be subject to the provisions of GC39 of the Contract.

**IN WITNESS OF WHICH the Parties have signed this National Variation Agreement on the date(s) shown below**

|  |  |
| --- | --- |
| **SIGNED by**  | ………………………………………………….Signature |
| **[INSERT AUTHORISED** **SIGNATORY’S****NAME] for****and on behalf of** **[INSERT COMMISSIONER NAME]** | ………………………………………………….Title………………………………………………….Date |
| **[INSERT AS ABOVE FOR** **EACH COMMISSIONER]** |  |
| **SIGNED by**  | …………………………………………………Signature |
| **[INSERT AUTHORISED** **SIGNATORY’S****NAME] for****and on behalf of** **[INSERT PROVIDER NAME]** | ………………………………………………Title………………………………………………Date |

**Appendix 1: Definitions**

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

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

|  |
| --- |
| **Clinic Letter** a summary of information relevant to the Service User to be produced by the Provider following outpatient clinic attendance, which, with effect from 1 October 2018, must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, using or consistent with the Academy of Medical Colleges endorsed clinical headings once published |
| **Commissioner Assignment Methodology Guidance** detailed technical guidance published by NHS England to enable Providers to allocate the correct commissioner code within specified commissioning data sets for the healthcare activities they provide, available at: https://www.england.nhs.uk/ourwork/tsd/data-services/ |
| **Education, Health and Care Needs Assessment** a joint assessment by the relevant professionals of the healthcare and social care needs of a child or young person, required under the Special Educational Needs and Disability Regulations 2014 |
| **Fit Note Guidance** the guidance relating to the issue of fit notes, available at: https://www.gov.uk/government/collections/fit-note |
| **Government Buying Standards** Government Buying Standards for Food and Catering Services (Department of Environment, Food and Rural Affairs) <https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services> |
| **Health and Social Care Network** the national programme to manage the exit from existing N3 network arrangements (through which providers access national services such as the NHS e-Referral Service and the NHS Care Records Service) and to provide successor network services capable of supporting the health and social care system |
| **HEE Quality Framework** the Health Education England Quality Framework, available at: <https://hee.nhs.uk/sites/default/files/documents/HEE_J000584_QualityFramework_FINAL_WEB.pdf>  |
| **Information Governance Alliance Guidance** guidance on management and retention of records available at: <http://systems.digital.nhs.uk/infogov/iga/rmcop16718.pdf> |
| **Key Clinical Data Fields** structured clinical information relating to significant aspects of a Service User’s health, care or treatment, held by the Provider within Service User Health Records and identified in Guidance published by NHS Digital and/or NHS England from time to time as information to be made available, as appropriate, through open interfaces to other providers of health and social care |
| **Managing Conflicts of Interest in the NHS** the NHS publication by that name available at: <https://www.england.nhs.uk/about/board-meetings/committees/coi/>  |
| **National Data Guardian** the body which advises and challenges the health and care system to help ensure that citizens’ confidential information is safeguarded securely and used properly: <https://www.gov.uk/government/organisations/national-data-guardian>, and its predecessor body the Independent Information Governance Oversight Panel |
| **National Workforce Disability Equality Standard** the workforce disability equality standard for the NHS, being a set of eleven metrics designed to assist NHS organisations to meet their duties under the Equality Act 2010 in respect of the protected characteristic of disability, as defined by section 6 of that Act, by improving the experience, treatment, positive value and career progression of disabled staff, closing any inequality gaps and ensuring that the leadership and workforce of NHS organisations better reflects the communities they serve, including through a strengths-based approach to disability so disabled staff, patients and the whole workforce look to  'disability as an asset' in improving health and well-being in the NHS. Further information is available at: https://www.england.nhs.uk/about/gov/equality-hub/wdes/ |
| **NHS Care Records Guarantee** the publication setting out the rules that govern how patient information is used in the NHS and what control the patient can have over this, available here: <http://systems.digital.nhs.uk/rasmartcards/strategy/nhscrg> |
| **NHS Digital** the Health and Social Care Information Centre <https://digital.nhs.uk/>  |
| **NHS Improvement** the combined organisation comprising Monitor and NHSTDA |
| **Prior Approval Response Time Standard** the timescale, set out in the Particulars, within which the relevant Commissioner must respond to a requirement for approval for treatment of an individual Service User under a Prior Approval Scheme |
| **Seven Day Service Hospital Priority Clinical Standards** standards 2, 5, 6 and 8 of the standards for seven day services, available via: <http://www.nhsiq.nhs.uk/improvement-programmes/acute-care/seven-day-services.aspx>  |
| **Seven Day Service Self-Assessment** the self-assessment tool (7DSAT): <http://www.7daysat.nhs.uk/>  |
| **Transfer and Discharge Guidance and Standards** (i) *Transition between inpatient hospital settings and community or care home settings for adults with social care needs* (NICE guideline NG27) (https://www.nice.org.uk/guidance/ng27) (ii) *Transition between inpatient mental health settings and community or care home settings* (NICE guideline NG53) (https://www.nice.org.uk/guidance/ng53) (iii) Care and support statutory guidance *(*https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance) (iv) *the Assessment, Discharge and Withdrawal Notices between Hospitals and Social Services Information Standard (SCCI2075)*  |
| **Urgent Care Data Sharing Agreement** an agreement providing for the sharing of certain clinical data between commissioners and providers of urgent and emergency care services in accordance with *Data Sharing Requirements to support Development of Urgent and Emergency Care Dashboards – Guidance for Data Providers* available at <https://www.england.nhs.uk/nhs-standard-contract/17-18/>  |

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

Delete the definitions given to the following defined terms and replace with the amended definitions as follows or where applicable vary the defined term as described below (and, where the defined term itself is amended, any use in the Contract of the original term is to be read as the amended term):

| **Term:** | **Amended definition or amendment to defined term** |
| --- | --- |
| **"Actual Monthly Value"** | "for the relevant month the aggregate of all payments made to the Provider under this Contract in respect of all Services delivered in that month (excluding VAT and payments in relation to any CQUIN Indicator or Local Incentive Scheme but before any deductions, withholdings or set-off), as reconciled under SC36 (*Payment Terms*), excluding the value of any items or Activity on which CQUIN is not payable, as set out in CQUIN Guidance" |
| **"Authorised Person"** | "the Co-ordinating Commissioner and each Commissioner or their authorised representatives, any body or person concerned with the treatment or care of a Service User approved by the Co-ordinating Commissioner or the relevant Commissioner, and (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body" |
| **"Child Sexual Exploitation Guidance"** and **"Child Sexual Exploitation Lead"** | The definitions are amended to "Child Sexual Abuse and Exploitation Guidance" "Child Sexual Abuse and Exploitation Lead" respectively |
| **"Child Protection Information Sharing Project "** | "the 'Child Protection - Information Sharing' project, being a project to improve the way that health and social care services work together across England to protect vulnerable children: [http://systems.NHS Digital.gov.uk/cpis](http://systems.hscic.gov.uk/cpis)" |
| **"Contract Technical Guidance"** | "technical guidance in relation to the NHS Standard Contract, available at: https://www.england.nhs.uk/nhs-standard-contract/17-18/" |
| **"CRS Guidance"** | "the Guidance published by NHS Improvement in relation to commissioner requested services, available at: <https://www.gov.uk/government/publications/guidance-for-commissioners-ensuring-the-continuity-of-healthcare-services>" |
| **"Delivery Method"** | "(i) direct automatic transfer onto the GP practice electronic patient record system through a suitable secure interface; or(ii) (until 30 September 2018) secure email using an NHS Net secure account or equivalent,as required or permitted by the relevant Transfer of and Discharge from Care Protocol" |
| **"Discharge Summary"** | "a summary of information relevant to the Service User to be produced by the Provider in accordance with the relevant Transfer of and Discharge from Care Protocol which:(i) for discharges from inpatient or day case Services, must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, using or consistent with the Academy of Medical Colleges endorsed clinical headings (<https://www.rcplondon.ac.uk/resources/standards-clinical-structure-and-content-patient-records>) and(ii) for discharges from A&E Services must, from 1 October 2018, be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, using or consistent with the Academy of Medical Colleges endorsed clinical headings once published" |
| **"EPACCS IT System Requirements"** | "guidance on the implementation of Electronic Palliative Care Co-ordination Systems available at: http://systems.digital.nhs.uk/qipp/library/epaccsreq.pdf" |
| **"e-Referral Guidance"** | any references to be read as "NHS e-Referral Guidance" |
| **"HSCIC"** | any references to be read as "NHS Digital" |
| **"Indicative Activity Plan"** | "a plan identifying the anticipated indicative Activity and specifying the threshold for each Activity (which may be zero) for one or more Contract Years, set out in Schedule 2B (*Indicative Activity Plan*)" |
| **"Information Breach"** | amend the cross-reference to SC23 (*Service User Health* Records) to refer to SC23.4 |
| **"Interest"** | "means interest under SC36.46 [2015/16 Contact and 2014/15 Contract: SC36.55]" |
| **"Making Every Contact Count Guidance"** | "the guidance and tools issued by NHS England, Public Health England and Health Education England, available via: <https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/sop/red-prem-mort/php/>" |
| **"NHS Classifications Services"** | any references to be read as referring to "NHS Clinical Classifications Services" |
| **"NHS Employment Check Standards"** | "the pre-appointment checks that are required by Law, those that are mandated by any Regulatory Body policy, and those that are required for access to Service User Health Records: <http://www.nhsemployers.org/your-workforce/recruit/employment-checks>" |
| **"Personalised Care Plan"** | "a plan developed by the Provider, in association with other relevant providers of health and social care and in partnership with a Service User and/or their Carer or Legal Guardian (as appropriate), to deliver Services appropriate to the Service User’s needs, which:(i) reflects the Service User’s goals; (ii) helps the Service User to manage their physical and mental health and wellbeing, including access to support for self-management;(iii) pays proper attention to the Service User’s preferences, culture, ethnicity, gender, age and sexuality; and (iv) takes account of the needs of any children and CarersNHS England, in partnership with The Coalition for Collaborative Care, has published a handbook which provides information on care and support, which is available at: <http://www.england.nhs.uk/resources/resources-for-ccgs/out-frwrk/dom-2/ltc-care/>" |
| **Regulatory or Supervisory Body** | add to the list of bodies in this definition: "The Healthcare Safety Investigation Branch (being the body established to provide support and guidance on investigations, and to carry out its own investigations, into patient safety incidents: https://www.gov.uk/government/groups/independent-patient-safety-investigation-service-ipsis-expert-advisory-group)" |
| **"Remedial Action Plan"** | the term "RAP" is to be read as also referring to this defined term |
| **"Reportable Patient Safety Incident"** | any references to be read as "Notifiable Safety Incident" |
| **"Safeguarding Training Guidance"** | "Guidance in relation to safeguarding published by the Department for Education, including *Safeguarding children and young people: roles and competencies for health care staff*, available at:[http://www.rcpch.ac.uk/sites/default/files/page/Safeguarding%20Children%20-%20Roles%20and%20Competences%20for%20Healthcare%20Staff%20%2002%200%20%20%20%20(3)\_0.pdf](http://www.rcpch.ac.uk/sites/default/files/page/Safeguarding%20Children%20-%20Roles%20and%20Competences%20for%20Healthcare%20Staff%20%2002%200%20%20%20%20%283%29_0.pdf)." |
| **"Transfer of and Discharge from Care Protocols"** | "the protocols (to include all locally-agreed requirements in respect of information to be provided to the Service User and/or Referrer relating to updates on progress through the care episode, transfer and discharge) set out at Schedule 2J [2014/15 Contract: Schedule 2K] (*Transfer of and Discharge from Care Protocols*) and which must include content based on the national template policy, *Supporting Patients’ Choices to Avoid Long Hospitals Stays* ([www.nhs.uk/NHSEngland/keogh-review/Documents/quick-guides/background-docs/TEMPLATE-POLICY.docx](http://www.nhs.uk/NHSEngland/keogh-review/Documents/quick-guides/background-docs/TEMPLATE-POLICY.docx))" |
| **"Variation Agreement"** | "an agreement in writing in the form available at: <https://www.england.nhs.uk/nhs-standard-contract/17-18/>"  |
| **"Who Pays? Guidance"** | "*Who Pays? Determining the responsibility for payments to providers*, available at: <https://www.england.nhs.uk/wp-content/uploads/2014/05/who-pays.pdf>" |

**Appendix 2:**

**Operational Standards and National Quality Requirements**

**Schedule 4 Part A: Operational Standards**

| **Ref** | **Operational Standards** | **Threshold** | **Method of Measurement** | **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** |  |  |  |  |  |
| ***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 | ACRR |
| E.B.7 | Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment\* | Operating standard of 93% | Review of 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 | ACRR |
|  | **Cancer waits – 31 days** |  |  |  |  |  |
| E.B.8 | Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers\* | Operating standard of 96% | Review of 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 | ACRR |
| E.B.9 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery\* | Operating standard of 94% |  Review of 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 | ACRR |
| E.B.10 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen\* | Operating standard of 98% | Review of 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 | ACRR |
| E.B.11 | Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy\* | Operating standard of 94% | Review of 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 | ACRR |
|  | **Cancer waits – 62 days** |  |  |  |  |  |
| ***E.B.12*** | ***Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer\**** | ***Operating standard of 85%*** | ***Review of 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 Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers\* | Operating standard of 90% | Review of Service Quality Performance Reports | Where the number of 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 | Quarterly | ACRR |
|  | **Category A ambulance calls** |  |  |  |  |  |
| ***E.B.15.i*** | ***Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes\**** | ***Operating standard of 75%*** | ***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 A calls resulting in an ambulance arriving at the scene within 19 minutes\**** | ***Operating standard of 95%*** | ***Review of Service Quality Performance Reports*** | ***Where, for the Contract Year as a whole, the number of calls where the response did not arrive within 19 minutes exceeds the tolerance permitted by the threshold, £100 in respect of each call above that threshold\*\**** | ***Annual*** | ***AM*** |
|  | **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 | ACRMH |
|  | **Cancelled operations** |  |  |  |  |  |
| E.B.S.2  | All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User’s treatment to be funded at the time and hospital of the Service User’s choice\* | Number of Service Users who are not offered another binding date within 28 days >0 | Review of 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 | ACR |
|  | **Mental health** |  |  |  |  |  |
| E.B.S.3  | Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care\* | Operating standard of 95% | Review of 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 | MHMHSS |

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.37A (2015/16 Contact: SC36.46A and 2014/15 Contract: 36.47A) apply.

\* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19,* available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-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.)

**Schedule 4 Part B: National Quality Requirements**

|  | **National Quality Requirement** | **Threshold** | **Method of Measurement**  | **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 identified for Provider: see Schedule 4F (2015/16 Contract: 4G)] | Review of Service Quality Performance Reports | As set out in Schedule 4F (2015/16 Contract: 4G), in accordance with applicable Guidance | Annual | A |
| ***E.B.S.4*** | ***Zero tolerance RTT waits over 52 weeks for incomplete pathways\**** | ***>0*** | ***Review of 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 between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes\**** | ***>0*** | ***Review of Service Quality Performance Reports*** | ***£20 per event where > 30 minutes in the relevant month*** | ***Monthly*** | ***AM*** |
| ***E.B.S.8b*** | ***Following handover between ambulance and A&E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes\**** | ***>0*** | ***Review of 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 | ACR |
|  | 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 of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations | Review of Service Quality Performance Reports | Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate | Monthly | All |
|  | 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 | AMHMHSS |
|  | 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 threshold | Monthly | MHMHSS |
|  | Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of Service Quality Performance Reports | Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold | Monthly | MHMHSS |
| E.H.4 | Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care\* | 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 | MHMHSS |
| E.H.1 | Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment\* | Operating standard of 75% | Review of Service Quality Performance Reports | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Quarterly | MHMHSS |
| E.H.2 | Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks 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 | MHMHSS |
|  | 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 young adults) across all tumour sites | Failure 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 full implementation is acheived | Monthly | Where both Specialised Services and Cancer apply |
|  | Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites | Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults) by 30 September 2017 | Review of Service Quality Performance Reports | 5% of the Actual Monthly Value for the Services provided under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults) per month, until full implementation is acheived | Monthly | Where both Specialised Services and Cancer apply |

In respect of the National Quality Requirements shown in ***bold italics*** the provisions of SC36.37A (2015/16 Contact: SC36.46A and 2014/15 Contract: 36.47A) apply.

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

**Appendix 3:**

**Reporting Requirements**

**Schedule 6 Part A (2015/16 and 2014/15 Contracts: Part B): Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** | **Application** |
| --- | --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |  |
| 1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at <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** |
| 1. Patient Reported Outcome Measures (PROMS) http://digital.nhs.uk/proms
 | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| **National Requirements Reported Locally** |  |  |  |  |
| 1. Activity and Finance Report (*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 or other applicable date under SC36*)
 | Monthly | [For local agreement] | By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable | **All** |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation:
2. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;
3. details of all requirements satisfied;
4. details of, and reasons for, any failure to meet requirements;
5. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 [2014/15 Contact: SC20] (*Venous Thromboembolism*);
6. report on performance against the HCAI Reduction Plan
 | Monthly | [For local agreement] | Within 15 Operational Days of the end of the month to which it relates. | **All****All****All****A****A** |
| 1. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied
 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. NHS Safety Thermometer Report, detailing and analysing:
2. data collected in relation to each relevant NHS Safety Thermometer;
3. trends and progress;
4. actions to be taken to improve performance.
 | [Monthly, or as agreed locally] | [For local agreement], according to published NHS Safety Thermometer reporting routes | [For local agreement], according to published NHS Safety Thermometer reporting routes | **All (not AM, CS, D, 111, PT, U)** |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints
 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. Report against performance of Service Development and Improvement Plan (SDIP)
 | In accordance with relevant SDIP | In accordance with relevant SDIP | In accordance with relevant SDIP | **All** |
| 1. Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance
 | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **CR****R** |
| 1. Summary report of all incidents requiring reporting
 | Monthly | [For local agreement] | [For local agreement] | **All** |
| 1. Data Quality Improvement Plan: report of progress against milestones
 | In accordance with relevant DQIP | In accordance with relevant DQIP | In accordance with relevant DQIP | **All** |
| 1. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Initial Standard Specification

<http://content.digital.nhs.uk/isce/publication/isb1594>  | Monthly | As set out in relevant Guidance | As set out in relevant Guidance | **A****A+E****U** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2(*Staff*)
 | 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** |
| 1. 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** |
| 1. 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) | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | **Specialised Services** |
| **Local Requirements Reported Locally** |  |  |  |  |
| **Insert 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 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/>

\*\* As set out in SC13.7 (2015/16 Contract and 2014/15 Contract: SC13.6), the first annual report on the Provider’s progress in implementing the Workforce Disability Equality Standard must be supplied by 31 March 2019.