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NHS Standard Contract (shorter-form) 2017/18 and 2018/19

National Variation Agreement for existing 2016/17 shorter-form contracts

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**National Variation Agreement for existing 2016/2017 shorter-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 shorter-form 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 (shorter-form) 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;

**2017/18 Contract** means the NHS Standard Contract (shorter-form) 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 Contract or of the 2017/18 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 16 (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.

1. **Effective Date of VAriations**

The Variations apply with effect from 1 April 2017.

1. **SC8 (Making Every Contact Count)**

Insert a new SC8.2 as follows:

"8.2 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 SC10.1 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 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)**

Delete the text of SC11.2 and replace with:

“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. **SC23 (SErvice User Health Records)**

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. **SC28 (Information Requirements)**

Delete the text of SC28.1 and replace with:

“28.1 The Provider must:

28.1.1 provide the information specified in and in accordance with this SC28 and Schedule 6A (*Reporting Requirements*);

28.1.2 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 NHS Digital on their behalf, as appropriate;

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

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

28.1.5 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

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

1. **SC32 (Safeguarding AND Mental Capacity)**

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; and

32.2.3 a Mental Capacity and Deprivation of Liberty 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 and child abuse and sexual exploitation, domestic abuse and female genital mutilation (as relevant to the Services, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Exploitation Guidance)."

1. **SC36 (Payment Terms)**
   1. Delete the text of SC36.17A and replace with:

“36.17A If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:

36.17A.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

36.17A.2 (where required by those bodies):

36.17A.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 2G (*Other Local Agreements, Policies and Procedures*)); and/or

36.17A.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 2G (*Other Local Agreements, Policies and Procedures*)),

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 and National Quality Requirements*)."

* 1. Delete the text of SC36.25 and replace with:

"**Interest on Late Payments**

36.25 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 day after the date on which payment was due up to and including the date of payment."

and delete the defined term "Interest" from the *Definitions and Interpretation* section of the General Conditions.

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

Delete the text of SC38.8 and its header.

1. **GC5 (Staff)**

Delete the text of GC5.5 and replace with:

“5.5 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 GC9.9 and replace with:

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

9.9.1 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

9.9.2 (where required by those bodies):

9.9.2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during the Contract Year 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 2G (*Other Local Agreements, Policies and Procedures*)); and/or

9.9.2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during the Contract Year 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 2G (*Other Local Agreements, Policies and Procedures*)),

no Commissioner may withhold or retain payment under this GC9 (*Contract Management*) or otherwise 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 or National Quality Requirement shown in bold italics in Schedule 4A (*Operational Standards and National Quality Requirements*) and/or any failure to comply with specific performance trajectories or assurances as referred to above."

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 organisational 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 accordance 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. Delete the contents of Schedule 4A (*Operational Standards and National Quality Requirements*) and replace with the equivalent content set out in Appendix 2. Any references to “Applicable Service Category” to be interpreted as in the 2017/18 Contract.
   2. Delete the contents of Schedule 6A (*Reporting Requirements*) and replace with the equivalent content set out in Appendix 3, completed with Local Requirements Reported Locally as applicable.
2. **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:

|  |
| --- |
| **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 |
| **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> |
| **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 |
| **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 http://www.NHS Digital.gov.uk/ |
| **NHS Improvement** the combined organisation comprising Monitor and NHSTDA |
| **Relevant Person** has the meaning given to it in the 2014 Regulations |
| **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) |

**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** |
| --- | --- |
| **"Authorised Person"** | "(i) any Commissioner or their authorised representatives;  (ii) any body or person concerned with the treatment or care of a Service User approved by any Commissioner;  (iii) (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body;  (iv) NHS Protect or any body or person appointed by an Commissioner in connection with the investigation of bribery, fraud, corruption or security incidents" |
| **"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 |
| **"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>" |
| **"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" |
| **"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*)" |
| **"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>" |
| **"Regulatory or Supervisory Body"** | amend this definition to: "any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party or Staff must comply or to which it or they must have regard, including CQC, NHS Improvement, NHS England, the Department of Health, NICE, Healthwatch England and Local Healthwatch, Public Health England, the General Pharmaceutical Council and 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>)" |
| **"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>." |
| **"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 (*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 4A: Operational Standards and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| ***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 for 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*** | ***CS***  ***D*** |
| 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 |
|  | 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 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 | MH |
|  | Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of 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 |
|  | 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 |
| 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 | MH |
| 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 | MH |
| 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 | MH |

In respect of the Operational Standard shown in ***bold italics*** the provisions of SC36.17A 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 6A: Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **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 |
| **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 under SC36.12)* | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 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] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| **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 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* webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>