



# **NHS Standard Contract 2017/18 and 2018/19 (Full Length)**

**Consultation on proposed  
National Variation**

# **NHS Standard Contract 2017/18 and 2018/19 (Full Length)**

## **Consultation on proposed National Variation**

Version number: 1

First published: October 2017

Updated: NA

Prepared by: NHS Standard Contract Team

Document Classification: Official

This information can be made available in alternative formats, such as easy read or large print, and may be available in alternative languages, upon request. Please contact 0300 311 22 33 or email [england.contactus@nhs.net](mailto:england.contactus@nhs.net) stating that this document is owned by NHS Standard Contract team, Strategy and Innovation Directorate.

**NHS England INFORMATION READER BOX****Directorate**

Medical	Operations and Information	Specialised Commissioning
Nursing	Trans. & Corp. Ops.	<b>Commissioning Strategy</b>
Finance		

**Publications Gateway Reference:** 07251**Document Purpose** Consultations**Document Name** NHS Standard Contract 2017/18 and 2018/19 (Full Length)  
Consultation on proposed National Variation**Author** NHS Standard Contract team**Publication Date** October 2017**Target Audience** CCG Clinical Leaders, CCG Accountable Officers, CSU Managing Directors, Care Trust CEs, Foundation Trust CEs, Local Authority CEs, NHS Trust Board Chairs, NHS England Regional Directors, NHS Trust CEs, Commissioners and providers who are party to an NHS Standard Contract**Additional Circulation List****Description** This document contains proposals for an in-year National Variation to the NHS Standard Contract 2017-19 (Full Length). It sets out proposals principally relating to the changes to ambulance response standards; to other national policy requirements which have already been announced; and to make a small number of other changes, principally to reference new legislation or guidance.**Cross Reference** NHS Standard Contract 2017-19 <https://www.england.nhs.uk/nhs-standard-contract/17-18/>**Superseded Docs (if applicable)** NA**Action Required** Respond to consultation to [england.contractsengagement@nhs.net](mailto:england.contractsengagement@nhs.net)**Timing / Deadlines (if applicable)** **Respond to consultation by 10 November 2017****Contact Details for further information** NHS Standard Contract team  
4E64 Quarry House  
Quarry Hill  
Leeds  
LS2 7UE  
[england.contractsengagement@nhs.net](mailto:england.contractsengagement@nhs.net)  
<https://www.england.nhs.uk/nhs-standard-contract/>**Document Status**

This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled. As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet.

## Contents

1	Introduction .....	5
2	Background.....	5
3	Summary of proposals .....	5
4	Details of specific changes proposed.....	6
4.1	Ambulance service response times.....	6
4.2	Sale of sugary drinks.....	6
4.3	Provision and promotion of legal services .....	7
4.4	Nationally Contracted Products Programme .....	7
4.5	Other changes to reflect updated national policy .....	7
4.6	Updates to definitions and references within the Contract .....	9
5	Applicability and implementation of the National Variation.....	10
6	Consultation responses.....	10
	APPENDIX A - DRAFT NATIONAL VARIATION AGREEMENT .....	11

## 1 Introduction

This document sets out, for consultation, proposals for an in-year National Variation to the NHS Standard Contract 2017/18 and 2018/19 (Full Length).

A separate document, available at <https://www.england.nhs.uk/nhs-standard-contract/17-19-updated/>, sets out proposals for a National Variation to the NHS Standard Contract 2017/18 and 2018/19 (Shorter Form).

We welcome comments on the proposed National Variations, which should be sent to [england.contractsengagement@nhs.net](mailto:england.contractsengagement@nhs.net) by Friday 10 November 2017.

## 2 Background

NHS England published an updated NHS Standard Contract (in both full-length and shorter-form versions) in November 2016, to come into effect on 1 April 2017.

Alongside national planning guidance and other NHS business rules (National Tariff, CQUIN), the Contract was issued to cover the two-year period from April 2017 to March 2019, thus providing a stable environment for longer-term planning within the NHS.

In this context, NHS England committed to forego any major review of all aspects of the NHS Standard Contract for 2018/19. However when publishing the two-year Contract last November, we did make clear that, should there be any significant legislative or policy changes, it would be necessary to issue a National Variation to the Contract. With the recently announced changes to ambulance response standards, a National Variation is now required.

Subject to the outcome of this consultation, our intention is to publish, along with the final form of National Variation, an updated version of the 2017-19 NHS Standard Contract, for use by commissioners when awarding new contracts which are to take effect at any time from 1 January 2018 to 31 March 2019. The NHS Standard Contract [eContract system](#) will also be updated as soon as possible following this publication.

## 3 Summary of proposals

This document sets out proposals for an in-year National Variation to the NHS Standard Contract 2017/18 and 2018/19 (Full Length) **principally in relation to the recently-announced changes to ambulance response standards**. We are also using the opportunity to propose a small number of amendments to the Contract, to **incorporate other national policy requirements which have already been announced**, including:

- prohibiting the sale of sugary drinks from the premises of NHS Trusts and Foundation Trusts;

- prohibiting the provision or promotion of certain legal services by or from the premises of NHS Trusts and Foundation Trusts; and
- mandating participation by NHS Trusts and Foundation Trusts in the Nationally Contracted Products Programme.

The draft National Variation also contains a small number of other changes, principally to reference new legislation or guidance.

## 4 Details of specific changes proposed

A draft National Variation, covering the issues described in section 3 above, is attached at Appendix A. Each of the changes we are proposing is explained below.

### 4.1 Ambulance service response times

New national response time standards for ambulance services have now been published (see <https://www.england.nhs.uk/urgent-emergency-care/arp/>), and the proposed National Variation includes the new standards as a direct replacement for the old ones (at Schedule 4A of the Particulars). Achievement of the new standards, on an ongoing monthly basis, will become an obligation under the Contract from 1 April 2018.

At this stage, we do not intend to set automatic sanctions for breaches of the new standards; rather commissioners may use the contract management provisions in General Condition 9 of the Contract to manage the provider's performance against the new standards. Before we publish an updated Contract for April 2019 onwards, we will have the opportunity to review performance and assess whether it would be appropriate to introduce new sanctions and at what level.

### 4.2 Sale of sugary drinks

Between November 2016 and January 2017, NHS England ran a national consultation process on potential actions to reduce sales of sugary drinks from NHS premises. NHS England's response to the consultation has now been published and is available at <https://www.england.nhs.uk/ourwork/sugar-action/>. The response proposes a twin-track approach:

- first, launching a voluntary sales reduction scheme for all suppliers and retailers operating on NHS premises; and
- second, implementing a ban on the sale of sugary drinks through the NHS Standard Contract, to take effect from 1 July 2018.

The draft National Variation therefore includes new wording at Service Condition 19 introducing such a ban. The ban would apply to NHS Trust and Foundation Trust premises only and would apply both to in-house catering or retail services which Trusts themselves provide and to any new agreements (including contracts, leases, licences or concessions) which they may reach with third-party retailers or suppliers.

Where Trusts have existing binding agreements in place with retailers or suppliers which permit the sale of sugary drinks, the proposed wording of the National Variation effectively requires them to do what they reasonably can to reach agreement with the retailers and suppliers to vary those agreements so that sugary drinks will not be sold by those retailers and suppliers at the Trust's premises with effect from 1 July 2018. Note that the consultation response sets out that the ban will only come into effect if the voluntary scheme does not have sufficient impact on sales of sugary drinks. If NHS England judges the voluntary scheme to have been effective, it will in due course take appropriate action to suspend or disable the Contract ban.

### **4.3 Provision and promotion of legal services**

*Next Steps on the NHS Five Year Forward View* set out an expectation that the NHS Standard Contract would be amended to place restrictions on solicitors and other providers of legal services operating or promoting their services on NHS premises (see <https://www.england.nhs.uk/publication/next-steps-on-the-nhs-five-year-forward-view/>). Accordingly, we have included an appropriate provision in the proposed National Variation to the Contract (Service Condition 17).

The wording we are proposing would apply only to NHS Trusts and Foundation Trusts and would prevent them from entering new agreements through which a legal firm could provide or advertise legal services, at the Trust's premises, on its website or through written material it sends to patients.

Recognising that some Trusts may have existing binding agreements in place with legal firms, the proposed wording of the National Variation requires them to use reasonable endeavours to terminate such agreements at the earliest opportunity (in other words, to terminate agreements early where this can be done without incurring unreasonable costs).

### **4.4 Nationally Contracted Products Programme**

NHS Improvement and NHS Supply Chain are working with Trusts to implement the Nationally Contracted Products Programme – a procurement approach aimed at harnessing the purchasing power of NHS organisations to deliver savings for the NHS as a whole.

The Programme is an important element of the NHS 10 Point Efficiency Plan set out in *Next Steps on the NHS Five Year Forward View*, and we have therefore included, within the proposed National Variation, a new high-level contractual requirement on NHS provider organisations to co-operate with NHS Improvement and NHS Supply Chain in ensuring full implementation of the Programme (Service Condition 36.51).

### **4.5 Other changes to reflect updated national policy**

The proposed National Variation makes a small number of other material changes, chiefly to maintain consistency with updated national policy or guidance.

- **Learning From Deaths.** The Care Quality Commission's recent review into Southern Health NHS Foundation Trust, *Learning, candour and accountability*, emphasised the importance of providers putting in place robust arrangements to identify, report, review, investigate and learn from deaths of patients under their care. The proposed National Variation reflects this as a new contractual requirement for all providers at Service Condition 3.4A, with NHS Trusts and Foundation Trusts specifically obliged to comply with the detailed guidance which the National Quality Board has subsequently published (National Guidance on Learning from Deaths, available at <https://www.england.nhs.uk/publication/national-guidance-on-learning-from-deaths/>).
- **NHS e-Referral Service.** The Contract includes a provision at Service Condition 6.2A, to come into effect from 1 October 2018, under which providers will not be paid for any first outpatient attendance which results from them accepting a GP referral not made by eRS. This effectively allows providers to return such referrals to the GP, and the current wording refers, non-specifically, to future guidance to be published by NHS England and NHS Digital to govern these 'referral return and non-payment' arrangements. This guidance is about to be published at <https://www.england.nhs.uk/digitaltechnology/nhs-e-referral-service/>, and the National Variation amends the Contract wording to refer specifically to the new guidance, requiring providers and commissioners to put in place a prompt, safe process for handling the return of any non-eRS referrals to GPs.
- **Urgent access to mental health care.** The recent Child X case has demonstrated the need for NHS commissioners and providers to ensure that there are proper arrangements for children and young people, in particular, to access mental health services on an urgent basis, rather than being held in inappropriate settings such as police cells. The draft National Variation therefore amends Service Condition 15 to set out more specific requirements, including the need to have regard to the evidence-based treatment pathways for urgent and emergency mental health care, developed by NHS England, NICE and the National Collaborating Centre for Mental Health and to be published shortly at <https://www.england.nhs.uk/mental-health/adults/crisis-and-acute-care/>.
- **Never Events.** NHS Improvement has recently consulted on changes to the Never Events regime and has now published its intended next steps (see <https://improvement.nhs.uk/resources/never-events-policy-and-framework-review-2016/>). It will amend its guidance later this year so that commissioners may no longer apply financial sanctions to providers where Never Events occur. To reflect this intended change, the draft National Variation proposes deletion of the provision within the Contract relating to sanctions for Never Events at Service Condition 36.38.
- **Financial reconciliation.** We have become aware of some confusion relating to the financial reconciliation process set out in Service Condition 36 of the current Contract. This relates specifically to contracts where reconciliation involves two stages, with activity data being submitted to SUS. Within the



National Variation, we have therefore proposed a minor amendment to the wording of Service Condition 36. The result is to make clear that failure to raise or resolve a query at the initial reconciliation stage of SC36.29 is no bar to queries (including on the same issue) being raised under the formal process for contesting payment at the final reconciliation stage, set out in SC36.45.1.1.

- **Data Security Standards.** The Government has now published its response (*Your Data: Better Security, Better Choice, Better Care*) to the 10 data security standards recommended by the National Data Guardian, confirming its approval of the standards. The draft National Variation contains updated wording (General Condition 21.4 and definitions) to reflect this.
- **Research treatment costs.** Service Condition 26.4 of the Contract requires commissioners and providers to “have regard to” national guidance on research treatment costs. NHS England is considering, with the Department of Health, whether guidance in this important area requires updating – but is concerned that, in the interim, the existing guidance is not being routinely followed. We therefore consider that a strengthened requirement within the Contract would be appropriate, and the draft National Variation contains an amendment requiring commissioners and providers to comply with the national guidance.

#### 4.6 Updates to definitions and references within the Contract

The proposed National Variation contains a number of necessary updates, so that references within the Contract to regulations and guidance remain current.

- **National Workforce Disability Equality Standard.** National timescales for reporting by providers on compliance with this new Standard are being revised, meaning that the current reference in the Contract – which requires providers to report on their progress by 31 March 2019 – is no longer appropriate. NHS England will publish revised guidance on reporting timescales in due course, and the draft National Variation amends the Contract to reflect this (Service Condition 13.7 and definitions).
- **Midwifery supervision.** The existing Contract contains at General Condition 5.4 a general requirement on providers to comply with any national guidance relating to the supervision of midwives. Specific new national guidance in this area has now been issued by NHS England (A-EQUIP Guidance), and the draft National Variation includes an update to refer directly to this guidance.
- **Freedom to Speak up Guardians.** The National Guardian’s Office has asked us to update the wording at General Condition 5.8 of the Contract, which relates to the appointment and role of Freedom to Speak Up Guardians. The National Variation therefore includes proposed revised wording to reference the current guidance published by the National Guardian’s Office.

- **Electronic invoicing.** The Contract contains requirements at Service Condition 36.49 around electronic invoicing. There is a specific reference to e-Invoicing Guidance which is now out of date, and the draft National Variation includes a revised definition with the correct reference.
- **Overseas visitor charging.** New regulations have been approved and new guidance has been published relating to the charging of overseas visitors using NHS services. Minor changes are necessary to update the relevant references within the definitions in the Contract, and the draft National Variation therefore includes these.
- **Prevent.** The draft National Variation includes an updated weblink (in the definitions at the rear of the General Conditions) for the NHS England Prevent Training and Competencies Framework.
- **Staffing Guidance.** The National Quality Board has now published updated guidance for NHS Trusts and Foundation Trusts on safe staffing levels, dealing particularly with expectations for nursing and midwifery care staffing (available at <https://www.england.nhs.uk/wp-content/uploads/2013/04/ngb-guidance.pdf>). This supersedes the previous National Quality Board guidance published in 2013, which the current Contract references, in General Condition 5, as Staffing Guidance to which providers must have regard. The draft National Variation therefore updates the definition of Staffing Guidance to refer to the new National Quality Board publication.

## 5 Applicability and implementation of the National Variation

Subject to the outcome of this consultation, our intention is that a final version of the National Variation will be published during November, with the expectation that commissioners will then implement the National Variation in their local contracts by 1 January 2018. We will also publish on our [website](#) an updated version of the full 2017-19 Contract, for use in any situations where commissioners are letting new contracts with providers. The NHS Standard Contract [eContract system](#) will also be updated as soon as possible following this publication.

## 6 Consultation responses

We welcome comments on this proposed in-year National Variation to the NHS Standard Contract 2017/18 and 2018/19 (Full Length). Comments on the proposals should be sent to [england.contractsengagement@nhs.net](mailto:england.contractsengagement@nhs.net) by Friday 10 November 2017.

# APPENDIX A - DRAFT NATIONAL VARIATION AGREEMENT

**Contract/Variation Reference:** [Include local reference number here]

**Proposed by:** Co-ordinating Commissioner on behalf of NHS England

**Date of Variation Agreement:** [Include date here]

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this Variation Agreement) the Parties have agreed the Variation summarised below.

## **Ambulance Service Response Time Standards**

With effect from 1 January 2018, the following wording at the foot of Schedule 4A of the Particulars is deleted:

\*\* (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.)

and Operational Standards E.B.15.i, E.B.15 ii and E.B.16 in Schedule 4A are deleted and replaced by the table below.

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<b>Ambulance service response times</b>					
	<i>(With effect from 1 April 2018) Category 1 (life-threatening) calls – percentage of calls resulting in a response arriving within 15 minutes</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 1 (life-threatening) calls – mean time taken for a response to arrive</i>	<i>Mean is no greater than 7 minutes</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 2 (emergency) calls – percentage of calls resulting in a response arriving within 40 minutes</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 2 (emergency) calls – mean time taken for a response to arrive</i>	<i>Mean is no greater than 18 minutes</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 3 (urgent) calls – percentage of calls resulting in a response arriving within 120 minutes</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 4 (non-urgent “assess, treat, transport” calls only) – percentage of calls resulting in a response arriving within 180 minutes</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>AM</i>

## Learning From Deaths

With effect from 1 January 2018, Service Condition 3 is varied to include the additional provision below:

3.4A	The Provider must:  3.4A.1 implement policies and procedures for reviewing deaths of Service Users whilst under the Provider's care and for engaging with bereaved families and Carers; and  3.4A.2 comply with National Guidance on Learning from Deaths where applicable.	<b>All</b>  <b>NHS Trust/FT</b>
------	---	---------------------------------------

and the definitions in the General Conditions are varied to include the following additional definition:

**National Guidance on Learning from Deaths** guidance published by the National Quality Board to help standardise and improve the way acute, mental health and community NHS Trusts and Foundation Trusts identify, report, review, investigate and learn from deaths, and engage with bereaved families and carers, available at <https://www.england.nhs.uk/publication/national-guidance-on-learning-from-deaths/>

## GP referrals not made via the NHS e-Referral Service

With effect from 1 January 2018, Service Condition 6.2A is deleted and replaced by the following:

6.2A	With effect from 1 October 2018, subject to the provisions of NHS e-Referral Guidance:  6.2A.1 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;  6.2A.2 the Provider must implement a process through which the non-acceptance of a Referral under this Service Condition 6.2A will, in every case, be communicated without delay to the Service User's GP, so that the GP can take appropriate action; and  6.2A.3 each Commissioner must ensure that GPs within its area are made aware of this process.	<b>A</b>
------	---	----------

and the definition of NHS e-Referral Guidance is deleted and replaced by the following:

**NHS e-Referral Guidance** - Guidance in relation to best practice use of the NHS e-Referral Service, available at: [eRS Best-Practice-Guidelines](https://www.england.nhs.uk/digitaltechnology/nhs-e-referral-service/) and on management of referrals (e-Referral Service: guidance for managing referrals), to be published shortly at <https://www.england.nhs.uk/digitaltechnology/nhs-e-referral-service/>

## National Workforce Disability Equality Standard

With effect from 1 January 2018, Service Condition 13.7 is deleted and replaced by the following:

13.7	<p>In accordance with the timescale and guidance to be published by NHS England, the Provider must:</p> <p>13.7.1 implement the National Workforce Disability Equality Standard; and</p> <p>13.7.2 report to the Co-ordinating Commissioner on its progress.</p>	<b>All</b>
------	--	------------

The first column of row 12 of Schedule 6A of the Particulars is amended to read

Report on compliance with the National Workforce Race Equality Standard

The wording at the foot of Schedule 6A (\*\* As set out in SC13.7, the first annual report on the Provider's progress in implementing the Workforce Disability Equality Standard must be supplied by 31 March 2019.) is deleted.

## Places of Safety

With effect from 1 January 2018, Service Condition 15 is deleted and replaced by the following:

	<b>SC15 Urgent access to mental health care</b>	
15.1	The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code, the Royal College of Psychiatrists Standards and the Urgent and Emergency Mental Health Care Pathways.	<b>A, A&amp;E, MH, MHSS, U</b>
15.2	The Parties must co-operate to ensure that individuals under the age of 18 with potential mental health conditions are referred for, and receive, age-appropriate assessment, care and treatment in accordance with the 1983 Act and with the Urgent and Emergency Mental Health Care Pathway for Children and Young People.	<b>A, A&amp;E, MH, MHSS, U</b>
15.3	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requires urgent mental health assessment, care or treatment, that individual is not	<b>A, A&amp;E, MH, MHSS, U</b>
15.3.1	held in a police custody in a cell or station; or	
15.3.2	admitted to an adult inpatient service (unless this is clinically appropriate in line with the requirements of the 1983 Act); or	
15.3.3	admitted to an acute paediatric ward (unless this is required in accordance with NICE Guideline CG16 (Self-harm in over 8s) or if the individual has an associated physical health or safeguarding need).	
15.4	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requiring urgent mental health assessment, care or treatment attends or is taken to an accident and emergency department,	<b>A, A&amp;E, MH, MHSS, U</b>

15.4.1	a full biopsychosocial assessment is undertaken and an appropriate care plan is put in place within the timescale set out in the Urgent and Emergency Mental Health Care Pathway for Children and Young People and	
15.4.2	the individual is not held within the accident and emergency department beyond the point where the actions in 15.4.1 have been completed.	

and the definitions in the General Conditions are varied to include the following additional definitions:

**Urgent and Emergency Mental Health Care Pathways** the evidence-based treatment pathways for urgent and emergency mental health care, developed by NHS England, NICE and the National Collaborating Centre for Mental Health and published at <https://www.england.nhs.uk/mental-health/adults/crisis-and-acute-care/>

**Urgent and Emergency Mental Health Care Pathway for Children and Young People** the evidence-based treatment pathway for urgent and emergency mental health care for children and young people, developed by NHS England, NICE and the National Collaborating Centre for Mental Health and to be published shortly at <https://www.england.nhs.uk/mental-health/adults/crisis-and-acute-care/>

### Provision of legal services

With effect from 1 January 2018, Service Condition 17 is varied to include the following additional provisions:

17.4	The Provider must not enter into, extend or renew any contractual arrangement under which a solicitor or firm of solicitors is permitted to provide legal services at the Provider's Premises, or to advertise legal services at the Provider's Premises, on the Provider's website or through written material sent by the Provider to Service Users, in either case whether or not those premises are set out or identified in a Service Specification.	<b>NHS Trust/FT</b>
17.5	If the Provider is party to any contractual arrangement as referred to in SC17.4, it must use all reasonable endeavours to terminate that arrangement as soon as reasonably practicable.	<b>NHS Trust/FT</b>

### Sales of Sugar-Sweetened Beverages

With effect from 1 January 2018, Service Condition 19 is varied to include the following additional provisions:

#### *Sales of Sugar-Sweetened Beverages*

19.4	With effect from 1 July 2018, the Provider must not itself sell or offer for sale any Sugar-Sweetened Beverage at the Provider's Premises.	<b>NHS Trust/FT</b>
19.5	The Provider must use all reasonable endeavours to ensure that, with effect from 1 July 2018, its tenants, sub-tenants, licensees, contractors, concessionaires and agents do not sell or offer for sale any Sugar-Sweetened Beverage at the Provider's Premises.	<b>NHS Trust/FT</b>

19.6	The Provider must make it a condition of any relevant lease, licence, contract or concession agreement taking effect or varied on or after 1 July 2018 that the tenant (and any sub-tenant), licensee, contractor or concessionaire does not sell or offer for sale any Sugar-Sweetened Beverage at the Provider's Premises on or after 1 July 2018.	<b>NHS Trust/FT</b>
------	--	---------------------

and the definitions in the General Conditions are varied to include the following additional definition:

**Sugar-Sweetened Beverage**

- (i) any hot drink with added sugar syrup;
- (ii) any cold carbonated or non-carbonated drink (including fruit juice) containing 5 grams or more of added sugar per 100ml;
- (iii) any hot or cold milk-based drink containing 10 grams or more of added sugar per 100ml, in each case whether pre-packaged or made at the Provider's Premises, where "added sugar" and "fruit juice" have the meanings set out in Annex B of *Action to reduce sales of sugar-sweetened drinks on NHS premises: Consultation response and next steps*, published by NHS England at <https://www.england.nhs.uk/publication/sugar-action/>

**Research treatment costs**

With effect from 1 January 2018, Service Condition 26.4 is deleted and replaced by the following:

26.4	In respect of any Approved Research Study, the Parties must comply with NHS Treatment Costs Guidance, as applicable.	<b>All</b>
------	--	------------

and the definition of NHS Treatment Costs Guidance in the General Conditions is deleted and replaced by the following:

**NHS Treatment Costs Guidance**

*Attributing the costs of health and social care Research & Development (AcoRD)*, available at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/140054/dh\\_133883.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/140054/dh_133883.pdf)

HSG (97) 32, available at

[http://webarchive.nationalarchives.gov.uk/+http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Healthserviceguidelines/DH\\_4018353](http://webarchive.nationalarchives.gov.uk/+http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Healthserviceguidelines/DH_4018353)

*Guidance on excess treatment costs*, available at <https://www.england.nhs.uk/wp-content/uploads/2015/11/etc-guidance.pdf>

and any subsequent guidance to be published by NHS England and/or the Department of Health

**Never Events**

With effect from 1 January 2018, the heading 'Never Events' and Service Condition 36.38 is deleted and is replaced with 'Intentionally Omitted'

**Financial reconciliation**

With effect from 1 January 2018, Service Condition 36.45.1.1 is deleted and replaced by the following:

36.45.1.1	within 5 Operational Days of the receipt of the reconciliation account in accordance with SC36.31, or the final reconciliation account in accordance with SC36.30 (as appropriate); or	<b>All</b>
-----------	--	------------



## Nationally Contracted Products Programme

With effect from 1 January 2018, Service Condition 36 is varied to include the additional provision below:

36.51	The Provider must use all reasonable endeavours to co-operate with NHS Improvement and NHS Supply Chain to implement in full the requirements of the Nationally Contracted Products Programme.	<b>NHS Trust/FT</b>
-------	--	---------------------

and the definitions in the General Conditions are varied to include the following additional definitions:

**Nationally Contracted Products Programme** the procurement programme operated by NHS Improvement and NHS Supply Chain which aims to consolidate purchasing power in order to purchase products on a better-value basis for NHS Trusts and Foundation Trusts, as described at <https://improvement.nhs.uk/resources/core-set-nhs-products-be-used-all-nhs-providers/>

**NHS Supply Chain** the organisation run by DHL Supply Chain on behalf of the NHS Business Services Authority, providing a dedicated supply chain to the NHS in England

## Midwifery supervision

With effect from 1 January 2018, General Condition 5.4 is deleted and replaced by the following:

- 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, A-EQUIP Guidance.

and the definitions in the General Conditions are varied to include the following additional definition:

**A-EQUIP Guidance** the model of clinical midwifery supervision published by NHS England and available at <https://www.england.nhs.uk/publication/a-equip-a-model-of-clinical-midwifery-supervision/>

## Freedom to Speak Up Guardians

With effect from 1 January 2018, General Condition 5.8 is deleted and replaced by the following:

- 5.8 The Provider must
- 5.8.1 appoint one or more Freedom To Speak Up Guardians to fulfil the role set out in and otherwise comply with the requirements of National Guardian's Office Guidance;

- 5.8.2 ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position;
- 5.8.3 have in place, promote and operate (and must ensure that all Sub-Contractors have in place, promote and operate) a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff have appropriate means through which they may raise any concerns they may have in relation to the Services; and
- 5.8.4 ensure that nothing in any contract of employment or contract for services or any other agreement entered into by it or any Sub-Contractor with any member of Staff will prevent or inhibit, or purport to prevent or inhibit, the making of any protected disclosure (as defined in section 43A of the Employment Rights Act 1996) by that member of Staff nor affect the rights of that member of Staff under that Act in relation to protected disclosures.

and the definitions in the General Conditions are varied to include the following additional definitions:

**National Guardian's Office** the office of the National Guardian, which provides advice on the freedom to speak up guardian role and supports the freedom to speak up guardian network: <http://www.cqc.org.uk/national-guardians-office/content/national-guardians-office>

**National Guardian's Office Guidance** the example job description for a freedom to speak up guardian and other guidance published by the National Guardian's Office, available at <http://www.cqc.org.uk/national-guardians-office/content/publications>

**Raising Concerns Policy for the NHS** the model whistleblowing policy for NHS organisations, published by NHS Improvement and NHS England, available at <https://improvement.nhs.uk/resources/freedom-to-speak-up-whistleblowing-policy-for-the-nhs/>

and the Governance and Regulatory section on page 11 of the Particulars is amended to read:

Provider's Freedom To Speak Up Guardian(s)

## Data Security Standards

With effect from 1 January 2018, General Condition 21.4 is deleted and replaced by the following:

- 21.4 The Provider must adopt and implement the National Data Guardian's Data Security Standards and must comply with further Guidance issued by the Department of Health, NHS England and/or NHS Digital pursuant to or in connection with the Standards. The Provider must be able to demonstrate its compliance with the Standards in accordance with the requirements and timescales set out in such Guidance, including requirements for enabling patient choice.

and the definitions in the General Conditions are varied to include the following additional definition:

**National Data Guardian's Data Security Standards** the standards recommended by the National Data Guardian and approved by the Department of Health, as set out in Annex D of *Your Data: Better Security, Better Choice, Better Care*, available at <https://www.gov.uk/government/consultations/new-data-security-standards-for-health-and-social-care>

## Electronic invoicing

With effect from 1 January 2018, the definition in the General Conditions of e-Invoicing Guidance is deleted and replaced by the following:

**e-Invoicing Guidance** guidance relating to the application and use of the NHS Shared Business Services e-Invoicing Platform, available at:  
[https://www.sbs.nhs.uk/media/6204/Tradeshift-Supplier-Training-Guide/pdf/New\\_Supplier\\_Training\\_Guide1.pdf](https://www.sbs.nhs.uk/media/6204/Tradeshift-Supplier-Training-Guide/pdf/New_Supplier_Training_Guide1.pdf)

## Overseas visitor charging

With effect from 1 January 2018, the definitions in the General Conditions of Overseas Visitor Charging Guidance and Overseas Visitor Charging Regulations are deleted and replaced by the following:

**Overseas Visitor Charging Guidance** any guidance issued from time to time by the Secretary of State or by NHS England on the making and recovery of charges under the Overseas Visitor Charging Regulations, including that available via:

[www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations](http://www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations)

and

<https://www.england.nhs.uk/wp-content/uploads/2015/05/guidance-chargeable-overseas-visitor.pdf>

**Overseas Visitor Charging Regulations** the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available via:

<http://www.legislation.gov.uk/ukxi/2015/238/contents/made>

and

<http://www.legislation.gov.uk/ukxi/2017/756/contents/made>

## Prevent

With effect from 1 January 2018, the definition in the General Conditions of the NHS England Prevent Training and Competencies Framework is deleted and replaced by the following:

**NHS England Prevent Training and Competencies Framework** the framework available at:

<https://www.england.nhs.uk/ourwork/safeguarding/our-work/prevent/>

## Staffing Guidance

With effect from 1 January 2018, the definitions in the General Conditions are varied to remove the existing definition of Staffing Guidance and replace it with the following:

**Staffing Guidance** any Guidance applicable to the Services in relation to Staff numbers or skill-mix, including the National Quality Board publication *Supporting NHS providers to deliver the right staff, with the right skills, in the right place at the right time*, available at

<https://www.england.nhs.uk/wp-content/uploads/2013/04/nqb-guidance.pdf>

2. The Parties agree that the Contract is varied accordingly.

**SIGNED by**

.....  
Signature

**[INSERT AUTHORISED  
SIGNATORY'S NAME]  
for and on behalf of  
the Co-ordinating Commissioner**

.....  
Title  
.....  
Date

**SIGNED by**

.....  
Signature

**[INSERT AUTHORISED  
SIGNATORY'S NAME]  
for and on behalf of  
[INSERT PROVIDER NAME]**

.....  
Title  
.....  
Date