

NHS Standard Contract (shorter-form) 2017-19 (January 2018 edition)

National Variation Agreement for existing 2016/17 and 2017-19 (November 2016 edition) shorter-form contracts

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# 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.

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| **Schedule 4A** **Operational Standards and National Quality Requirements**With effect from 1 February 2018, ‘Mental Health Minimum Data Set’ is deleted and replaced by ‘Mental Health Services Data Set’.**Learning From Deaths**With effect from 1 February 2018, Service Condition 3 is varied to include the additional provision below:

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| 3.4A3.4B | The Provider must implement policies and procedures for reviewing deaths of Service Users whilst under the Provider’s care and for engaging with bereaved families and Carers.Where it is an NHS Trust or an NHS Foundation Trust, the Provider must comply with National Guidance on Learning from Deaths where applicable. | **All****All** |

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/>**Places of Safety**With effect from 1 February 2018, Service Condition 15 is deleted and replaced by the following:

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| 15.1 | **SC15** **Urgent Access to Mental Health Care**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. | **MH** |

and the definitions in the General Conditions are varied to include the following additional definition:**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/>**NHS Counter Fraud and Security Management**With effect from 1 February 2018, Service Conditions 24.1 to 24.4 are deleted and replaced by the following:

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| 24.1 | **SC24** **NHS Counter-Fraud and Security Management**The Provider must put in place and maintain appropriate arrangements to address: 24.1.1 counter fraud issues, having regard to NHSCFA Standards; and24.1.2 security management issues, having regard to NHS Security Management Standards. | **All** |
| 24.2 | If the Provider:24.2.1 is an NHS Trust; or24.2.2 holds Monitor’s Licence (unless required to do so solely because it provides Commissioner Requested Services as designated by the Commissioners or any other commissioner),it must take the necessary action to meet NHSCFA Standards. | **All** |
| 24.3 | The Provider must allow a person duly authorised to act on behalf of NHSCFA or on behalf of any Commissioner to review security management and counter fraud arrangements put in place by the Provider. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the appropriate standards. | **All** |
| 24.4 | The Provider must, on becoming aware of any suspected or actual bribery, corruption or fraud, security incident or security breach involving a Service User or public funds, promptly report the matter either to the Local Counter Fraud Specialist of the relevant NHS Body and to the NHSCFA or to the Local Security Management Specialist of the relevant NHS Body, as appropriate. | **All** |

and the definitions in the General Conditions are varied to include the following additional definitions:**NHSCFA** the NHS Counter Fraud Authority, the special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group**NHSCFA Standards** the counter-fraud standards and guidance issued from time to time by the NHSCFA, available at <https://cfa.nhs.uk/counter-fraud-standards>**NHS Security Management Standards** the standards and guidance on security management made available to commissioners and providers at <http://www.nahs.org.uk/>, previously published by NHS Protect (a division of the NHS Business Services Authority abolished with effect from 1 November 2017)and the definition in the General Conditions of **NHS Protect Standards** is deleted. **Never Events**With effect from 1 February 2018, the heading ‘Never Events’ and Service Condition 36.28 is deleted and is replaced with ‘Intentionally omitted’.**Financial reconciliation**With effect from1 February 2018, Service Condition 36.34.1.2 is deleted and replaced by the following:

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| 36.34.1.2 | within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.26, | **All** |

**Nationally Contracted Products Programme**With effect from 1 February 2018, Service Condition 36 is varied to include the additional provision below:

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| 36.39 | **Nationally Contracted Products Programme**Where it is an NHS Trust or an NHS Foundation Trust, 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. | **All** |

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**Freedom to Speak Up Guardians**With effect from 1 February 2018, General Condition 5.7 is deleted and replaced by the following:5.7 The Provider must 5.7.1 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;5.7.2 ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position;5.7.3 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; and5.7.4 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 9 of the Particulars is amended to read:Provider’s Freedom To Speak Up Guardian(s)**Data Security Standards**With effect from 1 February 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 Standards. The Provider must be able to demonstrate its compliance with those 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 February 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>**Overseas visitor charging**With effect from 1 February 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/uksi/2015/238/contents/made> and <http://www.legislation.gov.uk/uksi/2017/756/contents/made> |

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

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

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| --- | --- |
| **SIGNED by** | ……………………………………………..Signature |
| **[INSERT AUTHORISED****SIGNATORY’S NAME]****for and on behalf of** **the Co-ordinating Commissioner** | ………………………………………………Title………………………………………………Date |
|  |  |
| **SIGNED by****[INSERT AUTHORISED****SIGNATORY’S NAME]****for and on behalf of** **[INSERT PROVIDER NAME]** | ……………………………………………..Signature……………………………………………..Title………………………………………………Date |