



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

**March 2018 edition**  
***Draft for consultation***

# **NHS Standard Contract**

## **2017/18 and 2018/19**

### **Particulars (Full length)**

#### **March 2018 edition *Draft for consultation***

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**Please note:**

- The formatting changes in Schedules 4A and 4B are included to show the suspension of additional performance sanctions for providers within scope of the Provider Sustainability Fund (PSF).
- Some proposed changes to the Contract are only applicable to new contracts let to commence from 25 May 2018, and are not applicable to ongoing contracts updated by way of the National Variation, and these are shown in yellow highlight in the draft Contract (please refer to s3.1 of the [NHS Standard Contract 2017/18 and 2018/19 \(Full Length\) Consultation on proposed National Variation](#) for more information). Changes which are applicable to both new contracts and to ongoing contracts are shown as 'tracked changes' and are not highlighted.

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

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## SERVICE CONDITIONS

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- SC3 Service Standards
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- SC6 Choice, Referral and Booking
- SC7 Withholding and/or Discontinuation of Service
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- SC9 Consent
- SC10 Personalised Care Planning and Shared Decision-Making
- SC11 Transfer of and Discharge from Care; Communication with GPs
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
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## GENERAL CONDITIONS

- GC1 Definitions and Interpretation
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- GC7 Intentionally Omitted
- GC8 Review
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- GC33 Remedies
- GC34 Exclusion of Partnership
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- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

## CONTRACT

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

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

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

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

**SIGNED by**

.....  
**Signature**

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

.....  
**Title**

.....  
**Date**

**[INSERT AS ABOVE FOR EACH COMMISSIONER]**

**SIGNED by**

.....  
**Signature**

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

.....  
**Title**

.....  
**Date**



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

<b>SERVICES</b>	
<b>Service Categories</b>	<b>Indicate <u>all</u> that apply</b>
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
<b>Specialised Services and other services directly commissioned by NHS England</b>	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	YES/NO
<b>Service Requirements</b>	
Indicative Activity Plan	YES/NO
Activity Planning Assumptions	YES/NO
Essential Services (NHS Trusts only)	YES/NO
Services to which 18 Weeks applies	YES/NO
Prior Approval Response Time Standard	Within [     ] Operational Days following the date of request Or Not applicable
<b><u>Is the Provider acting as a Data Processor</u></b>	<b><u>YES/NO</u></b>

<p><b><u>in order to deliver the Services?</u></b></p> <p><u><i>Drafting Note: The Parties need to consider whether the Provider will be acting as a Data Processor when it is delivering any of the services. Guidance on when an organisation is a data controller and when it is a data processor is set out at <a href="https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf">https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf</a>. In most cases Providers will only be data controllers. However, if a Provider is collecting or analysing data at the request of the Commissioner and the Provider has limited control over how that personal data is handled they may be a data processor.</i></u></p> <p><u><i>[Drafting note: In a version of the Particulars creating using the eContract system (<a href="https://www.econtract.england.nhs.uk/Home/">https://www.econtract.england.nhs.uk/Home/</a>) selecting "Yes" will insert Schedule 6F (data processing agreement) into the contract for completion. If "No" is selected then Schedule 6F will not be inserted.]</i></u></p>	
<b>PAYMENT</b>	
Expected Annual Contract Value Agreed	YES/NO
Must data be submitted by SUS for any of the Services?	YES/NO
<b>QUALITY</b>	
Provider type	<p>NHS Foundation Trust/NHS Trust</p> <p>Other</p>
Clostridium difficile Baseline Threshold (Acute Services only)	[ ] or Nil or Not applicable
<b>GOVERNANCE AND REGULATORY</b>	
Nominated Mediation Body	CEDR/Other – [ ]
Provider's Nominated Individual	<p>[ ]</p> <p>Email: [ ]</p> <p>Tel: [ ]</p>
Provider's Information Governance Lead	<p>[ ]</p> <p>Email: [ ]</p> <p>Tel: [ ]</p>
<b><u>Provider's Data Protection Officer</u></b>	<u>[ ]</u>

	<b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Caldicott Guardian</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Senior Information Risk Owner</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Accountable Emergency Officer</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Safeguarding -Lead</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Child Sexual Abuse and Exploitation Lead</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Mental Capacity and Deprivation of Liberty Lead</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Prevent Lead</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider's Freedom To Speak Up Guardian(s)</b>	[ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>CONTRACT MANAGEMENT</b>	
<b>Addresses for service of Notices</b>	<b>Co-ordinating Commissioner:</b> [ ] <b>Address:</b> [ ] <b>Email:</b> [ ]  <b>Commissioner:</b> [ ] <b>Address:</b> [ ] <b>Email:</b> [ ]  [INSERT AS ABOVE FOR EACH COMMISSIONER]  <b>Provider:</b> [ ] <b>Address:</b> [ ] <b>Email:</b> [ ]
<b>Frequency of Review Meetings</b>	<b>Ad hoc/Monthly/Quarterly/Six Monthly</b>
<b>Commissioner Representative(s)</b>	[ ] <b>Address:</b> [ ] <b>Email:</b> [ ] <b>Tel:</b> [ ]
<b>Provider Representative</b>	[ ]

	<b>Address:</b> [            ] <b>Email:</b> [            ] <b>Tel:</b> [            ]
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## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **A. Conditions Precedent**

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

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

The Provider must complete the following actions:

[Insert text locally as required]

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **B. Commissioner Documents**

<b>Date</b>	<b>Document</b>	<b>Description</b>
<b>Insert text locally or state Not Applicable</b>		

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **C. Extension of Contract Term**

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

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

**Or**

**NOT USED**



## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

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

<b>Service Specification No.</b>	
<b>Service</b>	
<b>Commissioner Lead</b>	
<b>Provider Lead</b>	
<b>Period</b>	
<b>Date of Review</b>	

1. Population Needs		
1.1	National/local context and evidence base	
2. Outcomes		
2.1	<u>NHS Outcomes Framework Domains &amp; Indicators</u>	
	Domain 1	Preventing people from dying prematurely
	Domain 2	Enhancing quality of life for people with long-term conditions
	Domain 3	Helping people to recover from episodes of ill-health or following injury
	Domain 4	Ensuring people have a positive experience of care
	Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm
2.2	Local defined outcomes	
3. Scope		
3.1	Aims and objectives of service	
3.2	Service description/care pathway	
3.3	Population covered	
3.4	Any acceptance and exclusion criteria and thresholds	

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

## **SCHEDULE 2 – THE SERVICES**

### **A.1 Specialised Services – Derogations from National Service Specifications**

Insert text locally or state Not Applicable

## **SCHEDULE 2 – THE SERVICES**

### **B. Indicative Activity Plan**

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

## **SCHEDULE 2 – THE SERVICES**

### **C. Activity Planning Assumptions**

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

## **SCHEDULE 2 – THE SERVICES**

### **D. Essential Services (NHS Trusts only)**

**Insert text locally or state Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **E. Essential Services Continuity Plan (NHS Trusts only)**

**Insert text locally or state Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **F. Clinical Networks**

**Insert text locally or state Not Applicable**



## **SCHEDULE 2 – THE SERVICES**

### **G. Other Local Agreements, Policies and Procedures**

**Insert details/web links as required\* or state Not Applicable**

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

## **SCHEDULE 2 – THE SERVICES**

### **H. Transition Arrangements**

**Insert text locally or state Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **I. Exit Arrangements**

**Insert text locally or state Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **J. Transfer of and Discharge from Care Protocols**

Insert text locally

## **SCHEDULE 2 – THE SERVICES**

### **K. Safeguarding Policies and Mental Capacity Act Policies**

Insert text locally

## **SCHEDULE 2 – THE SERVICES**

### **L. Provisions Applicable to Primary Care Services**

**Insert text locally or state Not Applicable**

## SCHEDULE 3 – PAYMENT

### A. Local Prices

*Enter text below which, for each separately priced Service:*

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

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

## SCHEDULE 3 – PAYMENT

### B. Local Variations

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

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



## SCHEDULE 3 – PAYMENT

### C. Local Modifications

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

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

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

## **SCHEDULE 3 – PAYMENT**

### **D. Marginal Rate Emergency Rule: Agreed Baseline Value**

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

## **SCHEDULE 3 – PAYMENT**

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

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

## SCHEDULE 3 – PAYMENT

### F. Expected Annual Contract Values

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

## **SCHEDULE 3 – PAYMENT**

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

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

## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<b>RTT waiting times for non-urgent consultant-led treatment</b>					
<b>E.B.3</b>	<i>Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral*</i>	<i>Operating standard of 92% at specialty level (as reported on Unify)</i>	<i>Review of Service Quality Performance Reports</i>	<i>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</i>	<i>Monthly</i>	<i>Services to which 18 Weeks applies</i>
	<b>Diagnostic test waiting times</b>					
<b>E.B.4</b>	<i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*</i>	<i>Operating standard of no more than 1%</i>	<i>Review of Service Quality Performance Reports</i>	<i>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</i>	<i>Monthly</i>	<i>A CS CR D</i>

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<b>A&amp;E waits</b>					
<b>E.B.5</b>	<b>Percentage of A &amp; E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&amp;E department*</b>	<b>Operating standard of 95%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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&amp;E attendances in the relevant month, no further consequence will be applied in respect of the month</b>	<b>Monthly</b>	<b>A+E U</b>
	<b>Cancer waits - 2 week wait</b>					
<b>E.B.6</b>	<b>Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment*</b>	<b>Operating standard of 93%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Quarterly</b>	<b>A CR R</b>

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application	
<b>E.B.7</b>	<b>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*</b>	<b>Operating standard of 93%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Quarterly</b>	<b>A CR R</b>	Formatted: Font: Bold, Italic Formatted: Font: Bold, Italic
							Formatted: Font: Italic
	<b>Cancer waits – 31 days</b>						
<b>E.B.8</b>	<b>Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers*</b>	<b>Operating standard of 96%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Quarterly</b>	<b>A CR R</b>	Formatted: Font: Bold, Italic
<b>E.B.9</b>	<b>Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery*</b>	<b>Operating standard of 94%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Quarterly</b>	<b>A CR R</b>	Formatted: Font: Bold, Italic



Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
				<i>threshold</i>		
<b><i>E.B.10</i></b>	<b><i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen*</i></b>	<b><i>Operating standard of 98%</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>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</i></b>	<b><i>Quarterly</i></b>	<b><i>A CR R</i></b>
<b><i>E.B.11</i></b>	<b><i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy*</i></b>	<b><i>Operating standard of 94%</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>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</i></b>	<b><i>Quarterly</i></b>	<b><i>A CR R</i></b>
	<b>Cancer waits – 62 days</b>					
<b><i>E.B.12</i></b>	<b><i>Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer*</i></b>	<b><i>Operating standard of 85%</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>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</i></b>	<b><i>Quarterly</i></b>	<b><i>A CR R</i></b>

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
				<i>Service User above that threshold</i>		
<b>E.B.13</b>	<b>Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers*</b>	<b>Operating standard of 90%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Quarterly</b>	<b>A CR R</b>
	<b>Ambulance Service Response Times</b>					
	<b>(With effect from 1 April 2018) Category 1 (life-threatening) calls – percentage of calls resulting in a response arriving within 15 minutes **</b>	<b>Operating standard that 90<sup>th</sup> centile is no greater than 15 minutes</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>AM</b>
	<b>(With effect from 1 April 2018) Category 1 (life-threatening) calls – mean time taken for a response to arrive **</b>	<b>Mean is no greater than 7 minutes</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>AM</b>
	<b>(With effect from 1 April 2018) Category 2 (emergency) calls –</b>	<b>Operating standard that 90<sup>th</sup> centile is</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of a Contract Performance Notice and subsequent process in</b>	<b>Quarterly</b>	<b>AM</b>

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Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<i>percentage of calls resulting in an appropriate response arriving within 40 minutes **</i>	<i>no greater than 40 minutes</i>		<i>accordance with GC9</i>		
	<i>(With effect from 1 April 2018) Category 2 (emergency) calls – mean time taken for an appropriate 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>Quarterly</i>	<i>AM</i>
	<i>(With effect from 1 April 2018) Category 3 (urgent) calls – percentage of calls resulting in an appropriate response arriving within 120 minutes **</i>	<i>Operating standard that 90<sup>th</sup> centile is no greater than 120 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>Quarterly</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 an appropriate response arriving within 180 minutes **</i>	<i>Operating standard that 90<sup>th</sup> centile is no greater than 180 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>Quarterly</i>	<i>AM</i>

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<b>Mixed sex accommodation breaches</b>					
E.B.S.1	Mixed sex accommodation breach*	>0	Review of Service Quality Performance Reports	£250 per day per Service User affected	Monthly	A CR MH
	<b>Cancelled operations</b>					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice*	Number of Service Users who are not offered another binding date within 28 days >0	Review of Service Quality Performance Reports	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR
	<b>Mental health</b>					
<b><i>E.B.S.3</i></b>	<b><i>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*</i></b>	<b><i>Operating standard of 95%</i></b>	<b><i>Review of Service Quality Performance Reports</i></b>	<b><i>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</i></b>	<b><i>Quarterly</i></b>	<b><i>MH MHSS</i></b>

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

\*\* as further described in *Ambulance System Indicators*, available at <https://www.england.nhs.uk/statistics/wp-content/uploads/sites/2/2013/04/20170926-Ambulance-System-Indicators.docx>

## SCHEDULE 4 – QUALITY REQUIREMENTS

### 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 <i>Staphylococcus aureus</i> *	>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]	Review of Service Quality Performance Reports	As set out in Schedule 4F, in accordance with applicable Guidance	Annual	A
E.B.S.4	<b>Zero tolerance RTT waits over 52 weeks for incomplete pathways*</b>	<b>&gt;0</b>	<b>Review of Service Quality Performance Reports</b>	<b>£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month</b>	<b>Monthly</b>	<b>Services to which 18 Weeks applies</b>
E.B.S.7a	<b>All handovers between ambulance and A&amp;E must take place within 15 minutes with none waiting more than 30 minutes*</b>	<b>&gt;0</b>	<b>Review of Service Quality Performance Reports</b>	<b>£200 per Service User waiting over 30 minutes in the relevant month</b>	<b>Monthly</b>	<b>A+E</b>
E.B.S.7b	<b>All handovers between ambulance and A&amp;E must take place within 15 minutes with none waiting more than 60 minutes*</b>	<b>&gt;0</b>	<b>Review of Service Quality Performance Reports</b>	<b>£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month</b>	<b>Monthly</b>	<b>A+E</b>
E.B.S.8a	<b>Following handover between ambulance and</b>	<b>&gt;0</b>	<b>Review of Service Quality Performance</b>	<b>£20 per event where &gt; 30 minutes in the</b>	<b>Monthly</b>	<b>AM</b>

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

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	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
		accordance with Regulation 20 of the 2014 Regulations				
▲	<b>Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance</b>	<b>99%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Monthly</b>	<b>A MH MHSS</b>
▲	<b>Completion of a valid NHS Number field in A&amp;E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance</b>	<b>95%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Monthly</b>	<b>A&amp;E</b>
▲	<b>Completion of Mental Health Services Data Set ethnicity coding for all Service Users, as defined in Contract Technical Guidance</b>	<b>Operating standard of 90%</b>	<b>Review of Service Quality Performance Reports</b>	<b>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</b>	<b>Monthly</b>	<b>MH MHSS</b>
▲	<b>Completion of IAPT Minimum Data Set outcome data for all</b>	<b>Operating standard of 90%</b>	<b>Review of Service Quality Performance Reports</b>	<b>Where the number of breaches in the month exceeds the tolerance</b>	<b>Monthly</b>	<b>MH MHSS</b>

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	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<i>appropriate Service Users, as defined in Contract Technical Guidance</i>			<i>permitted by the threshold, £10 in respect of each excess breach above that threshold</i>		
<b>E.H.4</b>	<b>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*</b>	<b>For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53%</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>MH MHSS</b>
<b>E.H.1</b>	<b>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*</b>	<b>Operating standard of 75%</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>MH MHSS</b>
<b>E.H.2</b>	<b>Improving Access to Psychological Therapies (IAPT) programmes: the</b>	<b>Operating standard of 95%</b>	<b>Review of Service Quality Performance Reports</b>	<b>Issue of Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>MH MHSS</b>

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	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<i>percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*</i>					
▲	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 achieved	Monthly	Where <b>both</b> Specialised Services <b>and</b> 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	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 achieved	Monthly	Where <b>both</b> Specialised Services <b>and</b> Cancer apply

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	National Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Application
		<b>2017</b>				

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

## SCHEDULE 4 – QUALITY REQUIREMENTS

### C. Local Quality Requirements

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

## SCHEDULE 4 – QUALITY REQUIREMENTS

### D. Commissioning for Quality and Innovation (CQUIN)

**CQUIN Table 1: CQUIN Indicators**

<p><b>Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years, or state Not Applicable</b></p>
--

**CQUIN Table 2: CQUIN Payments on Account**

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

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **E. Local Incentive Scheme**

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

## SCHEDULE 4 – QUALITY REQUIREMENTS

### F. Clostridium difficile

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

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

$$Y = 0$$

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

where:

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

B = the baseline threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance:

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

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

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.37 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

#### Clostridium difficile adjustment: Other Providers (Acute Services only)

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

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

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

## SCHEDULE 5 – GOVERNANCE

### A. Documents Relied On

#### Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

#### Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	



## SCHEDULE 5 - GOVERNANCE

### B.1 Provider's Mandatory Material Sub-Contractors

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing <del>data</del> Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, are they a Data Processor, Data Controller or joint Data Controller - state which
Insert text locally or state Not Applicable				

## SCHEDULE 5 - GOVERNANCE

### B.2 Provider's Permitted Material Sub-Contractors

Permitted Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing <del>data</del> Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, are they a Data Processor, Data Controller or joint Data Controller - state which
Insert text locally or state Not Applicable				

## SCHEDULE 5 - GOVERNANCE

### C. Commissioner Roles and Responsibilities

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

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
<b>National Requirements Reported Centrally</b>				
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 <a href="http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections">http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections</a> 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	<b>All</b>
2. Patient Reported Outcome Measures (PROMS) <a href="http://digital.nhs.uk/proms">http://digital.nhs.uk/proms</a>	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	<b>All</b>
<b>National Requirements Reported Locally</b>				
1. Activity and Finance Report ( <i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i> )	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	<b>All</b>
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ul style="list-style-type: none"> <li>a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;</li> <li>b. details of all requirements satisfied;</li> <li>c. details of, and reasons for, any failure to meet requirements;</li> <li>d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<i>Venous Thromboembolism</i>);</li> <li>e. report on performance against the HCAI</li> </ul>	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	<b>All</b>  <b>All</b> <b>All</b>  <b>A</b>  <b>A</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Reduction Plan				
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	All
4. NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	[Monthly, or as agreed locally]	[For local agreement], according to published NHS Safety Thermometer reporting routes	[For local agreement], according to published NHS Safety Thermometer reporting routes	All (not AM, CS, D, 111, PT, U)
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	All
6. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7. Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	CR R
8. Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All
9. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
10. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in 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 <a href="http://content.digital.nhs.uk/isce/publication/isb1594">http://content.digital.nhs.uk/isce/publication/isb1594</a> <a href="http://content.digital.nhs.uk/isce/publication/isb1594">http://content.digital.nhs.uk/isce/publication/isb1594</a>	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E U
11. Report on outcome of reviews and evaluations in	Six monthly (or more)	[For local agreement]	[For local agreement]	All

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
relation to Staff numbers and skill mix in accordance with GC5.2( <i>Staff</i> )	frequently if and as required by the Co-ordinating Commissioner from time to time)			
12. Report on compliance with the National Workforce Race Equality Standard.	Annually	[For local agreement]	[For local agreement]	All
13. Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a> (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	Specialised Services
<b>Local Requirements Reported Locally</b>				
<b>Insert as agreed locally *</b>				

\* 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/>

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### B. Data Quality Improvement Plans

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

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **C. Incidents Requiring Reporting Procedure**

<b>Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents</b>
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Insert text locally
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## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
[Secondary/primary care interface]*				
[Smoke-free premises]*				
Insert text locally				[Subject to GC9 ( <i>Contract Management</i> )] or [locally agreed]

\* Refer to Contract Technical Guidance for detail of requirements

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### E. Surveys

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

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **F. Provider Data Processing Agreement**

*[Drafting note: Where practical we have adopted the standard wording given in the Procurement Policy Note (PPN) 03/17: Changes to Data Protection Legislation & General Data Protection Regulation (<https://www.gov.uk/government/publications/procurement-policy-note-0317>). We have departed from that wording in places to ensure consistency with other parts of the contract or where we considered additional clarification was required.*

*Many of the clauses set out here must be included in the contract in order to comply with article 28. We have taken the view that it is not practical to say that only some of the clauses need to be incorporated into existing contracts. Therefore, under our proposals this agreement would need to be incorporated in its entirety into existing contracts where the Provider is acting as a data processor.]*

#### **1. SCOPE**

- 1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 6F.
- 1.3 This Schedule 6F applies for so long as the Provider acts as a Data Processor in connection with this Contract.

#### **2. DATA PROTECTION**

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Schedule, including instructions regarding transfers of Personal Data outside the EU or to an international organisation unless such transfer is required by Law, in which case the Data Processor shall inform the Provider of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.
- 2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:
  - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F:

- (a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6F (and in particular Annex A);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Provider's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
    - (E) are aware of and trained in the policies and procedures identified in GC21.11 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency).
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
  - (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and

- (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data; and
- (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued. unless the Provider is required by Law to retain the Personal Data.
- (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention.
- (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
- (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body in connection with Personal Data processed under this Schedule 6F including any communication concerned with the systems on which Personal Data is processed under this Schedule 6F;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) becomes aware of or reasonably suspects a Data Loss Event; or
- (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.

2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as

possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:

- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;

**Drafting Note:** We have not included point (c) from the PPN drafting, which requires the processor (Provider) to provide personal data to the controller (Co-ordinating Commissioner) on request. This is because there is a risk that this may not comply with the law of confidentiality.

- (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
- (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC15 (Governance, Transaction Records and Audit), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.

**Drafting Note:** We have not included the provision in the PPN about maintaining a record of processing as we have dealt with this in a new clause below. That clause requires the provider to maintain this record. This is because in the vast majority, if not all, cases the Provider will be processing health data.]

**Drafting Note:** We have not included the provision in the PPN that states that the processor (Provider) must appoint a DPO if required by Data Protection Legislation. This is because we have included a provision in the GCs that requires the Provider to appoint a DPO in any case.]

2.10 For the avoidance of doubt the provisions of GC12 (Assignment and Sub-contracting) apply to the delivery of any Data Processing Services.

2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, the Provider must:

- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Co-ordinating Commissioner;
- (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
- (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6F and in any event includes the requirements set out at GC 21.19.2; and
- (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.

**Drafting Note:** We have not included the wording from the PPN that enables the data controller (Co-ordinating Commissioner) to introduce standard clauses into the data processing agreement or vary the agreement to take account of new ICO guidance.]

2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6F, containing:

- (a) the categories of processing carried out under this Schedule 6F;

- (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
- (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6F; and
- (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.

2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.

2.14 The Provider must comply at all times with obligations equivalent to those imposed on the Co-ordinating Commissioner by virtue of Seventh Data Protection Principle for so long as the DPA 1998 remains in force and after that time with those set out at Article 32 of the GDPR and equivalent provisions implemented into Law.

2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.

2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.

2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

## Annex A

### Data Processing Services

#### Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

<u>Description</u>	<u>Details</u>
<u>Subject matter of the processing</u>	<u>[This should be a high level, short description of what the processing is about i.e. its subject matter]</u>
<u>Duration of the processing</u>	<u>[Clearly set out the duration of the processing including dates]</u>
<u>Nature and purposes of the processing</u>	<u>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</u>
<u>Type of Personal Data</u>	<u>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</u>
<u>Categories of Data Subject</u>	<u>[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</u>
<u>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</u>	<u>[Describe how long the data will be retained for, how it be returned or destroyed]</u>



## SCHEDULE 7 – PENSIONS

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

Draft

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