



NHS Standard Contract 2019/20

Draft for consultation

Particulars (Full Length)

Contract title / ref:

NHS Standard Contract 2019/20 Draft for consultation

Particulars (Full length)

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The Particulars of the 2019/20 Contract, still in draft form, have been re-published to include provisions to give effect to the arrangements set out in the [National Tariff Payment System consultation](#) for blended payment for emergency acute care. The new provisions are shown in Schedule 3D, along with some notional worked examples. The Contract wording will be confirmed when the final Contract is published once the Tariff consultation has concluded. It is hoped that providing drafting at this stage will help commissioners and providers to take forward local negotiations.

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

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SERVICE CONDITIONS

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice, and Referral and Booking
- SC7 Withholding and/or Discontinuation of Service
- SC8 Unmet Needs, Making Every Contact Count and Self Care
- 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
- SC14 Pastoral, Spiritual and Cultural Care
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Sustainable Development
- SC19 Food Standards and Sugar-Sweetened Beverages
- SC20 Service Development and Improvement Plan
- SC21 Antimicrobial Resistance and Healthcare Associated Infections
- SC22 Venous Thromboembolism Assessment and Treatment for Acute Illness
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud and Security Management
- SC25 Procedures and Protocols
- SC26 Clinical Networks, National Audit Programmes and Approved Research Studies
- SC27 Formulary
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC31 Force Majeure: Service-specific provisions
- SC32 Safeguarding, Mental Capacity and Prevent
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People and Death of a Service User
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements and Quality Incentive Scheme
- SC38 Commissioning for Quality and Innovation (CQUIN)
- SC39 Procurement of Good and Services

GENERAL CONDITIONS

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC6 Intentionally Omitted
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- GC8 Review
- GC9 Contract Management
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- GC12 Assignment and Sub-Contracting
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- GC15 Governance, Transaction Records and Audit
- GC16 Suspension
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- GC20 Confidential Information of the Parties
- GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency
- GC22 Intellectual Property
- GC23 NHS Identity, Marketing and Promotion
- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC34 Exclusion of Partnership
- GC35 Non-Solicitation
- 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

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

SERVICES	
Service Categories	Indicate <u>all</u> that apply
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)	
Specialised Services and other services directly commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	YES/NO
Service Requirements	
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
Is the Provider acting as a Data Processor	YES/NO

in order to deliver the Services <u>on behalf of one or more Commissioners for the purposes of this Contract?</u>	
<u>Is the Provider providing Services which are to be listed in the UEC DoS?</u>	<u>YES/NO</u>
PAYMENT	
Expected Annual Contract Value Agreed	YES/NO
Must data be submitted by SUS for any of the Services?	YES/NO
QUALITY	
Provider type	NHS Foundation Trust/NHS Trust Other
Clostridium difficile Baseline Threshold (Acute Services only)	[] or Nil or Not applicable
GOVERNANCE AND REGULATORY	
Nominated Mediation Body	CEDR/Other – []
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []

Provider's Mental Capacity and Deprivation of Liberty Lead	[] Email: [] Tel: []
Provider's Prevent Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
<u>Provider's UEC DoS Contact</u>	[] Email: [] Tel: []
<u>Commissioners' UEC DoS Leads</u>	[] CCG: [] Email: [] Tel: [] [INSERT AS ABOVE FOR EACH CCG]
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: [] Address: [] Email: [] Commissioner: [] Address: [] Email: [] [INSERT AS ABOVE FOR EACH COMMISSIONER] Provider: [] Address: [] Email: []
Frequency of Review Meetings	Ad hoc/Monthly/Quarterly/Six Monthly
Commissioner Representative(s)	[] Address: [] Email: [] Tel: []
Provider Representative	[] Address: [] Email: [] Tel: []

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]~~
- 5.4. [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 AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]
6. ~~[A copy of the/each Direction Letter]~~
- 7.5. [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

Date	Document	Description
Insert text locally or state Not Applicable		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

To be included only in accordance with ~~NHS Standard~~the 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.

Service Specification No.	
Service	
Commissioner Lead	
Provider Lead	
Period	
Date of Review	

1.	Population Needs		
1.1	National/local context and evidence base		
2.	Outcomes		
2.1	<u>NHS Outcomes Framework Domains & 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		

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

~~SCHEDULE 2 – THE SERVICES~~

~~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 2 – THE SERVICES

M. Development Plan for Personalised Care

The guidance below sets out some considerations to be taken into account in populating this Schedule 2M.

Local initiatives to support implementation of personalised care

This Schedule 2M can be used to set out specific actions which the Commissioner and/or Provider will take to give Service Users greater choice and control over the way their care is planned and delivered. This could include taking forward any of the six key aspects of the personalised care model:

1. Shared decision making
2. Personalised care and support planning
3. Enabling choice, including legal rights to choice
4. Social prescribing and community-based support
5. Supported self-management
6. Personal health budgets and integrated personal budgets.

Actions set out in this Schedule 2M could focus on making across-the-board improvements applying to all of the provider's services – or on pathways for specific conditions which have been identified locally as needing particular attention.

Implementation of personal health budgets

More specifically, this Schedule 2M can be used to set out the detailed actions which the commissioner and/or provider will take to facilitate the roll-out of personal health budgets to appropriate Service Users.

Not all of the examples below will be relevant to every type of personal budget and the locally-populated Schedule 2M will likely need to distinguish between different types of personal budgets to ensure that it is consistent with the CCG's statutory obligations.

Key statutory obligations

Regulation 32B of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012

- This entitles individuals who receive Continuing Healthcare or Continuing Care for Children to personal health budgets, where appropriate.
- The CCG must retain responsibility for, amongst other things:
 - deciding whether to grant a request for a personal health budget;
 - if a request for a personal health budget is granted, deciding whether the most appropriate way to manage the personal health budget is:
 - ❖ by the making of a direct payment;
 - ❖ by the application of the personal health budget by the CCG itself; or

❖ by the transfer of the personal health budget to a third party (for example, the Provider) who will apply the personal health budget.

- If the CCG decides that the most appropriate way of managing a personal health budget is by the transfer of the personal health budget to the Provider, the Provider must still obtain the agreement of the CCG in respect of the choices of services / treatment that Service Users/Carers have made.

Section 12A of the National Health Service Act 2006 and the National Health Service (Direct Payments) Regulations 2013 (the "2013 Regulations")

- Direct payments by definition can only be made by the Secretary of State, NHS England a CCG or Local Authority, therefore any direct payments would have to be made by the CCG and not the Provider.
- The CCG must make the decision as to whether to make a direct payment, and it must be made in accordance with the 2013 Regulations.

Examples of the matters this Schedule 2M should cover in relation to personal health budgets

- which identified groups within the Population are to be supported through a personalised care approach and which particular cohorts are to be offered personal health budgets and/or integrated personal budgets
- the funding arrangements, including what is within the Price and what is not;
- a roll-out plan, with timescales and target levels of uptake (aimed at delivering the CCG's contribution towards the targets set out in the [NHS Framework for Universal Personalised Care]) for the Provider to implement personalised care and to offer personal health budgets and integrated personal budgets to Service Users/Carers from particular care groups, including, but not limited to, people eligible for NHS Continuing Healthcare and children eligible for Continuing Care for Children; people with multiple long-term conditions; people with mental ill health including those who are under s117 aftercare; people with learning disabilities; and people who use wheelchairs;
- how the process of personal health budgets is aligned with delivery of personal budgets in social care and education, to ensure a seamless offer to Service Users/Carers
- require the Provider to implement the roll-out plan, supporting Service Users/Carers, through the care and support planning process, to identify, choose between and access services and treatments that are more suitable for them, including services and treatments from non-NHS providers – and to report on progress in implementation;
- require the Provider to agree appropriate financial and contractual arrangements to support the choices Service Users/Carers have made;

set out any necessary arrangements for financial audit of personal health budgets, and integrated personal budgets, including for claw-back of funding in the event of improper use and clawback in the event of underspends of the person's budget, ensuring this is discussed and agreed with the person beforehand.

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. Emergency Care Rule: Agreed Blended Payment Arrangements

Note

Now that the National Tariff Payment System has been published for consultation (see <https://improvement.nhs.uk/resources/national-tariff-1920-consultation/>), we have set out below, in draft only at this stage,

- the schedule we propose to include in the final version of the Contract, in which the agreed local arrangements for blended payment for emergency care can be described;
- details of the additional provisions and definitions we intend to add to the Service Conditions and General Conditions; and
- some theoretical worked examples showing how the schedule can be completed in practice (these are not intended in any way to set default expectations for what local parties should agree – they are simply offered to illustrate potential different ways in which the schedule can be completed).

We are doing this now to assist commissioners and providers in taking forward local negotiations. We will confirm final details in the final version of the Contract to be published later in February, once the Tariff consultation has concluded.

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

Commissioner	Value of Planned Activity (£)	Blended Payment applies (see footnote 1)	Emergency Care Threshold(s) (see footnote 2)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
[] CCG	[]	YES/NO	<p>Where the Emergency Care Activity Value:</p> <p><[] % of the Value of Planned Activity</p> <p>>[]% - []% of the Value of Planned Activity</p> <p>>[]% - <100% of the value of Planned Activity (see footnote 3)</p> <p>>100% - []% of the Value of Planned Activity (see footnote 4)</p> <p>>[]% - []% of the Value of Planned Activity</p> <p>>[]% of the Value of Planned Activity</p> <p>OR:</p> <p>Not applicable</p>	<p>[()]</p> <p>[()]</p> <p>(20)</p> <p>20</p> <p>[]</p> <p>[]</p> <p>OR:</p> <p>Not applicable</p>

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

Commissioner	Value of Planned Activity (£)	Blended Payment applies (see footnote 1)	Emergency Care Threshold(s) (see footnote 2)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
[] CCG	[]	YES/NO	<p>Where the Emergency Care Activity Value:</p> <p><[] % of the Value of Planned Activity</p> <p>>[] % - [] % of the Value of Planned Activity</p> <p>>[] % - <100% of the value of Planned Activity</p> <p>>100% - [] % of the Value of Planned Activity</p> <p>>[] % - [] % of the Value of Planned Activity</p> <p>>[] % of the Value of Planned Activity</p> <p>OR:</p> <p>Not applicable</p>	<p>[()]</p> <p>[()]</p> <p>(20)</p> <p>20</p> <p>[]</p> <p>[]</p> <p>OR:</p> <p>Not applicable</p>

Commissioner	Value of Planned Activity (£)	Blended Payment applies (see footnote 1)	Emergency Care Threshold(s) (see footnote 2)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
[] CCG	[]	YES/NO	<p>Where the Emergency Care Activity Value:</p> <p><[] % of the Value of Planned Activity</p> <p>>[]% - []% of the Value of Planned Activity</p> <p>>[]% - <100% of the value of Planned Activity</p> <p>>100% - []% of the Value of Planned Activity</p> <p>>[]% - []% of the Value of Planned Activity</p> <p>>[]% of the Value of Planned Activity</p> <p>OR:</p> <p>Not applicable</p>	<p>[()]</p> <p>[()]</p> <p>(20)</p> <p>20</p> <p>[]</p> <p>[]</p> <p>OR:</p> <p>Not applicable</p>
Footnotes 1. See Rule 5, Section 7 National Tariff 2. See Rules 3c, 3d, 4c, Section 7 National Tariff 3. May be a figure less than 100 if parties have agreed a tolerance within which only the Value of Planned Activity will be payable: see Rule 4b, Section 7 National Tariff 4. May be a figure greater than 100 if parties have agreed a tolerance within which only the Value of Planned Activity will be payable: see Rule 4b, Section 7 National Tariff				

Amended wording to be included in Service Condition 36

Emergency Care Rule (A, A&E)

36.21 The Value of Planned Activity, each Emergency Care Threshold and each Emergency Care Marginal Price Percentage must be agreed in respect of each Commissioner in accordance with the National Tariff and recorded in Schedule 3D (Emergency Care Rule: Agreed Blended Payment Arrangements).

36.22 Intentionally Omitted

New and amended definitions to be included in the General Conditions

Emergency Care Activity Value the sum being the aggregate value, at Unit Prices, of all Emergency Care Services delivered in the relevant Contract Year

Emergency Care Marginal Price Percentage the percentage of Unit Price to be paid or deducted by a Commissioner for Emergency Care Services delivered above or below each Emergency Care Threshold, as appropriate, as set out in Schedule 3D (Emergency Care Rule: Agreed Blended Payment Arrangements)

Emergency Care Services has the meaning given to it in section 7 of the National Tariff

Emergency Care Threshold each Emergency Care Services activity threshold in respect of the relevant Commissioner, as set out in Schedule 3D (Emergency Care Rule: Agreed Blended Payment Arrangements)

Expected Annual Contract Value the sum (if any) set out in Schedule 3F (Expected Annual Contract Values) for each Commissioner in respect of each relevant Service for the Contract Year including, where applicable, the relevant Value of Planned Activity

Indicative Activity Plan a plan identifying the anticipated indicative Activity and specifying the threshold for each Activity (which may be zero) for one or more Contract Years, set out in Schedule 2B (Indicative Activity Plan) and reflecting, where applicable, the anticipated level of Emergency Care Services on the basis of which the relevant Value of Planned Activity has been calculated

Unit Price has the meaning given to it in section 7 of the National Tariff

Value of Planned Activity has the meaning given to it in section 7 of the National Tariff

Worked examples

These worked examples are not intended in any way to set default expectations for what local parties should agree – they are simply offered to illustrate potential different ways in which the schedule can be completed.

Example 1 – simple and symmetrical

Commissioner	Value of Planned Activity (£)	Blended Payment applies	Emergency Care Threshold(s)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
NHS XXX CCG	£100,000,000	YES	Where the Emergency Care Activity Value:	
			<95% of the Value of Planned Activity	(50)
			>95% - 100% of the Value of Planned Activity	(20)
			>100% - 105% of the Value of Planned Activity	20
			>105% of the Value of Planned Activity	50
NHS YYY CCG	£5,000,000	NO	Not applicable	

Example 2 – complex, but symmetrical

Commissioner	Value of Planned Activity (£)	Blended Payment applies	Emergency Care Threshold(s)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
NHS XXX CCG	£100,000,000	YES	Where the Emergency Care Activity Value:	
			<90% of the Value of Planned Activity	(100)
			>90% - <91% of the Value of Planned Activity	(90)
			>91% - 92% of the Value of Planned Activity	(80)
			>92% - 93% of the Value of Planned Activity	(70)
			>93% - 94% of the Value of Planned Activity	(60)
			>94% - 95% of the Value of Planned Activity	(50)
			>95% - 100% of the Value of Planned Activity	(20)
			>100% - 105% of the Value of Planned Activity	20
			>105% - 106% of the Value of Planned Activity	50
			>106% - 107% of the Value of Planned Activity	60
			>107% - 108% of the Value of Planned Activity	70
			>108% - 109% of the Value of Planned Activity	80
			>109% - 110% of the Value of Planned Activity	90
			>110% of the Value of Planned Activity	100
NHS YYY CCG	£5,000,000	NO	Not applicable	

Example 3 – simple but asymmetrical

Commissioner	Value of Planned Activity (£)	Blended Payment applies	Emergency Care Threshold(s)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
NHS XXX CCG	£100,000,000	YES	Where the Emergency Care Activity Value:	
			<96% of the Value of Planned Activity	(40)
			>96% - 100% of the Value of Planned Activity	(20)
			>100% - 102% of the Value of Planned Activity	20
			>102% of the Value of Planned Activity	80
NHS YYY CCG	£5,000,000	NO	Not applicable	

Example 4 – complex and asymmetrical

(This example demonstrates that agreement could be reached for payments at a variable rate of above 100%. NHS England and NHS Improvement would only expect variable rates of over 100% to be considered in very specific and limited circumstances.)

Commissioner	Value of Planned Activity (£)	Blended Payment applies	Emergency Care Threshold(s)	Emergency Care Marginal Price Percentage (being the percentage of Unit Price to be paid or deducted for Emergency Care Services delivered above or below the Value of Planned Activity)
NHS XXX CCG	£100,000,000	YES	Where the Emergency Care Activity Value:	
			<95% of the Value of Planned Activity	(40)
			>95% - 100% of the Value of Planned Activity	(20)
			>100% - 102% of the Value of Planned Activity	20
			>102% - 104% of the Value of Planned Activity	40
			>104% - 106% of the Value of Planned Activity	60
			>106% - 108% of the Value of Planned Activity	80
			>108% - 110% of the Value of Planned Activity	100
			>110% of the Value of Planned Activity	120
NHS YYY CCG	£5,000,000	NO	Not applicable	

SCHEDULE 3 – PAYMENT

E. INTENTIONALLY OMITTED

Draft for consultation

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Commissioner	<p>Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required) <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></p> <p><i>(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.25.)</i></p>
Insert text and/or attach spreadsheets or documents locally	
Total	

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	<u>Guidance on definition</u> <u>Method of Measurement</u>	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral*	Operating standard of 92% at specialty level (as reported to NHS Digital on Unify)	<u>See RTT Rules Suite and Recording and Reporting FAQs at:</u> https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/ Review of Service Quality Performance Reports	Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold	Monthly	Services to which 18 Weeks applies
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*	Operating standard of no more than 1%	<u>See Diagnostics Definitions and Diagnostics FAQs at:</u> https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times/	Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Monthly	A CS CR D

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
			times-and-activity/ Review of Service Quality Performance Reports			
	A&E waits					
E.B.5	Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department*	Operating standard of 95%	See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/ Review of Service Quality Performance Reports	Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U
	Cancer waits - 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment*	Operating standard of 93%	See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
				<i>respect of each such Service User above that threshold</i>		
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment*	Operating standard of 93%	<u>See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports</u>	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers*	Operating standard of 96%	<u>See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports</u>	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery*	Operating standard of 94%	<u>See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports</u>	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy*	Operating standard of 94%	See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 62 days					
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer*	Operating standard of 85%	See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports	Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers*	Operating standard of 90%	<u>See Annex F, 2019/20 Planning Guidance Review of Service Quality Performance Reports</u>	Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Ambulance Service Response Times					
	(With effect from 1 April 2018) Category 1 (life-threatening) calls – proportionpercentage of calls resulting in a response arriving within 15 minutes**	Operating standard that 90 th centile is no greater than 15 minutes	<u>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/ Review of Service Quality Performance Reports</u>	Issue of a Contract Performance Notice and subsequent process in accordance with GC9 For each second by which the Provider's actual 90 th centile performance exceeds 15 minutes, £2.50 per 1,000 Category 1 calls received in the Quarter	Quarterly	AM
	(With effect from 1 April 2018) Category 1 (life-threatening) calls – mean time taken for a response to arrive**	Mean is no greater than 7 minutes	<u>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/ Review of Service Quality Performance Reports</u>	Issue of a Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	AM

Ref	Operational Standards	Threshold	Guidance on definitionMethod-of Measurement	Consequence of breach	Timing of application of consequence	Application
	(With effect from 1 April 2018) Category 2 (emergency) calls – proportionpercentage of calls resulting in an appropriate response arriving within 40 minutes**	Operating standard that 90 th centile is no greater than 40 minutes	<u>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/Review-of-Service-Quality-Performance-Reports</u>	Issue of a Contract Performance Notice and subsequent process in accordance with GC9 For each second by which the Provider's actual 90th centile performance exceeds 40 minutes, £2.50 per 1,000 Category 2 calls received in the Quarter	Quarterly	AM
	(With effect from 1 April 2018) Category 2 (emergency) calls – mean time taken for an appropriate response to arrive**	Mean is no greater than 18 minutes	<u>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/Review-of-Service-Quality-Performance-Reports</u>	Issue of a Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	AM
	(With effect from 1 April 2018) Category 3 (urgent) calls – proportionpercentage of calls resulting in an appropriate response arriving within 120 minutes**	Operating standard that 90 th centile is no greater than 120 minutes	<u>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/Review-of-Service-Quality-Performance-Reports</u>	Issue of a Contract Performance Notice and subsequent process in accordance with GC9For each second by which the Provider's actual 90th centile performance exceeds 120 minutes, £2.50 per 1,000 Category 3 calls received in the Quarter	Quarterly	AM
	(With effect from 1 April 2018) Category 4 (less)	Operating standard that	<u>See AQI System Indicator Specification at:</u>	Issue of a Contract Performance Notice and	Quarterly	AM

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
	non -urgent “assess, treat, transport” calls only) – proportion percentage of calls resulting in an appropriate response arriving within 180 minutes**	90 th centile is no greater than 180 minutes	https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/Review-of-Service-Quality-Performance-Reports	subsequent process in accordance with GC9 For each second by which the Provider's actual 90th centile performance exceeds 180 minutes, £2.50 per 1,000 Category 4 calls received in the Quarter		
	Mixed-sex accommodation breaches					
E.B.S.1	Mixed-sex accommodation breach*	>0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/Review-of-Service-Quality-Performance-Reports	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission	Number of Service Users who are not offered	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk	Non-payment of costs associated with cancellation and non- payment or reimbursement (as applicable)	Monthly	A CR

Ref	Operational Standards	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
	(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*	another binding date within 28 days >0	/statistics/statistical-work-areas/cancelled-elective-operations/ Review of Service Quality Performance Reports	of re-scheduled episode of care		
	Mental health					
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*	Operating standard of 95%	See MHPC Guidance at: https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/ Review of Service Quality Performance Reports	Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	MH MHSS

The Provider must report its performance against each applicable Operational Standard through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of those Operational Standards shown in **bold italics**, the provisions of SC36.387A 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>~~

Draft for consultation

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	<u>Guidance on definition</u> <u>Method of Measurement</u>	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant <i>Staphylococcus aureus</i> *	>0	<u>Review of Service Quality Performance Reports</u> <u>See Contract Technical Guidance Appendix 3</u>	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of <i>Clostridium difficile</i> *	[Insert baseline threshold identified for Provider: see Schedule 4F]	<u>Review of Service Quality Performance Reports</u> <u>See Contract Technical Guidance Appendix 3</u>	As set out in Schedule 4F, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways*	>0	<u>See RTT Rules Suite and Recording and Reporting FAQs at:</u> https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/Review of Service Quality Performance Reports	£5,000 £2,500 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 30 minutes*	>0	<u>Review of Service Quality Performance Reports</u> <u>See Contract Technical Guidance Appendix 3</u>	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

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	National Quality Requirement	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
E.B.S.7b	All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 60 minutes*	>0	<u>Review of Service Quality Performance ReportsSee Contract Technical Guidance Appendix 3</u>	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes*	>0	<u>Review of Service Quality Performance ReportsSee Contract Technical Guidance Appendix 3</u>	£20 per event where > 30 minutes in the relevant month	Monthly	AM
E.B.S.8b	Following handover between ambulance and A&E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes*	>0	<u>Review of Service Quality Performance ReportsSee Contract Technical Guidance Appendix 3</u>	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	<u>WTrolley-w</u>aits in A&E not longer than 12 hours*	>0	<u>See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/</u> <u>Review of Service</u>	£1,000 per incidence in the relevant month	Monthly	A+E

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	National Quality Requirement	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
			Quality Performance Reports			
E.B.S.6	No urgent operation should be cancelled for a second time*	>0	Review of Service Quality Performance Reports See Contract Technical Guidance Appendix 3	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance	95%	Review of Service Quality Performance Reports See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
	Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A MH MHSS
	Completion of a valid	95%	Review of Service	Where the number of	Monthly	A&E

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	National Quality Requirement	Threshold	Guidance on definitionMethod of Measurement	Consequence of breach	Timing of application of consequence	Application
	NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance		Quality Performance Reports	breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold		
	Completion of Mental Health Services Data Set ethnicity coding for all Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53% 56%	<u>See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/</u> Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS

	National Quality Requirement	Threshold	<u>Guidance on definition</u> <u>Method of Measurement</u>	Consequence of breach	Timing of application of consequence	Application
	*					
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment*	Operating standard of 75%	<u>Review of Service Quality Performance Reports</u> <u>See Contract Technical Guidance Appendix 3</u>	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*	Operating standard of 95%	<u>Review of Service Quality Performance Reports</u> <u>See Contract Technical Guidance Appendix 3</u>	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH MHSS
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer:	<u>Service Specification at:</u> https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/ <u>Review of Service</u>	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) <u>Issue of Contract</u>	Monthly	Where <u>both</u> Specialised Services <u>and</u> Cancer apply

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	National Quality Requirement	Threshold	Guidance on definition Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<i>children, teenagers and young adults) across all tumour sites</i>	<i>Chemotherapy (Adult) by 31 March 2017</i>	<i>Quality Performance Reports</i>	<i>Performance Notice and subsequent process in accordance with GC9</i>		
	<i>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</i>	<i>Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults) by 30 September 2017</i>	<i>Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/ Review of Service Quality Performance Reports</i>	<i>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 Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>Where both Specialised Services and Cancer apply</i>
	<i><u>Proportion of Service Users attending A&E who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour</u></i>	<i><u>Operating standard of 90% (based on a sample of 50 Service Users each Quarter)</u></i>	<i><u>Review of Service Quality Performance Reports (based on a sample of 50 Service Users each Quarter) See Contract Technical Guidance Appendix 3</u></i>	<i><u>Issue of Contract Performance Notice and subsequent process in accordance with GC9</u></i>	<i><u>Quarterly</u></i>	<i><u>A&E</u></i>
	<i><u>Proportion of Service User inpatients who undergo sepsis screening and who, where screening is</u></i>	<i><u>Operating standard of 90% (based on a sample of 50 Service Users</u></i>	<i><u>Review of Service Quality Performance Reports (based on a sample of 50 Service Users each Quarter) See</u></i>	<i><u>Issue of Contract Performance Notice and subsequent process in accordance with GC9</u></i>	<i><u>Quarterly</u></i>	<i><u>A</u></i>

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	National Quality Requirement	Threshold	Guidance on definition and Method of Measurement	Consequence of breach	Timing of application of consequence	Application
	<u>positive, receive IV antibiotic treatment within one hour</u>	<u>each Quarter)</u>	<u>Contract Technical Guidance Appendix 3</u>			
	<u>Maternity services: proportion of relevant Service Users who are booked onto a Continuity of Carer Pathway</u>	<u>For March 2020, operating standard of 35%</u>	<u>See Measuring Continuity of Carer: a Monitoring and Evaluation Framework, at: https://www.rcm.org.uk/news-views-and-analysis/news/are-women-getting-continuity-of-carer-in-maternity-services-rcm Review of Service Quality Performance Reports</u>	<u>Issue of Contract Performance Notice and subsequent process in accordance with GC9</u>	<u>Monthly</u>	<u>A, CS</u>

The Provider must report its performance against each applicable National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the National Quality Requirements shown in ***bold italics***, the provisions of SC36.3~~87A~~ 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)

EITHER:

CQUIN Table 1: CQUIN Indicators

Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years, ~~or state Not Applicable~~

CQUIN Table 2: CQUIN Payments on Account

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

OR:

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.15 apply to this Contract.

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Local Incentive Scheme

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

Draft for consultation

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~~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 ~~q~~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. Provider's ~~Mandatory~~ Material Sub-Contractors

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing 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 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				

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

Not Applicable				

Draft for consultation

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
National Requirements Reported Centrally				
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections 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 https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
4.2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
1. a. 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] <u>In the format specified in the relevant Information Standards Notice published by NHS Digital</u> <u>Consultation note: The proposed format for the standardised Activity and Finance Report – and the associated patient-level datasets – which would be mandated by the proposed Information Standards</u>	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	AH, MH

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
		<u>Notice are described in detail at https://www.england.nhs.uk/nhs-standard-contract/19-20/</u>		
<p><u>b. Activity and Finance Report*</u></p> <p><u>Consultation note: On the assumption that the proposal to standardise the format of the Activity and Finance Report and supporting datasets is approved and proceeds, we have removed the reference to separately-specified NHS England reporting requirements for directly-commissioned services (shown at row 13 in Schedule 6A of the current 2017/19 Contract), since this will no longer be necessary. If the proposal is not approved following the consultation, we will re-instate this reference in the final version of the Contract published in February.</u></p>	<u>Monthly</u>	<u>[For local agreement]</u>	<u>By no later than the First Reconciliation Date for the month to which it relates</u>	<u>All except A, MH</u>
<p>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:</p> <ul style="list-style-type: none"> 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; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements; d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<u>Venous ThromboembolismAssessment and Treatment for Acute Illness</u>); e. report on performance against the HCAI Reduction Plan 	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	<p>All</p> <p>All</p> <p>All</p> <p>A</p> <p>A</p>
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive	[For local agreement]	[For local agreement]	[For local agreement]	All

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied				
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
8-7. Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All
9-8. 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
10-9. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification http://content.digital.nhs.uk/isce/publication/isb1594 https://digital.nhs.uk/isce/publication/isb1594	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E U
11-10. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (Staff)	Six monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	All
12-11. Report on compliance with the National	Annually	[For local agreement]	[For local agreement]	All

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Workforce Race Equality Standard.				
13. Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	Specialised Services
12. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 (<i>Antimicrobial Resistance and Healthcare Associated Infections</i>)	Annually	[For local agreement]	[For local agreement]	A
13. Report on progress against sustainable development management plan in accordance with SC18.2	Annually	[For local agreement]	[For local agreement]	All
Local Requirements Reported Locally				
Insert as agreed locally*			The Provider must submit any patient-level data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]	

*-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/>

*Note that, if appropriately designed, the Activity and Finance 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.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s43 of the Contract Technical Guidance, which requires commissioners and providers to agree DQIPs in the areas below.

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
[Data Quality Maturity Index in accordance with SC28.2.7]*				
[Ambulance NHS Number completeness]				
Insert text locally				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents

Insert text locally

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s41 of the Contract Technical Guidance, which requires commissioners and providers to agree SDIPs in the areas below.

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
[Secondary/primary care interface]*				
[Smoke-free premises]*				
[Ambulance service Carter Report]				
[Staff Mental Health and Wellbeing Plan]				
Insert text locally				[Subject to GC9 (Contract Management)] 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

[NOTE: This Schedule 6F applies only where the Provider is appointed to act as a Data Processor under this Contract]

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 Provider must inform the Co-ordinating Commissioner 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~~ scope, context and purposes of processing the data to be protected;
- (ii) likelihood and level of 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 paragraph;
 - (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;
- (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; and

- (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, in relation any Personal Data processed in connection with its obligations under this Schedule 6F, 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 (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;
 - (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.

- 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 GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 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.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[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]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[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]</i>
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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 7 – PENSIONS

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

SCHEDULE 8 –LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

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

The guidance below sets out some considerations to be taken into account in populating this Schedule 8.

Background

Guidance to the NHS emphasizes the importance of collaborative working across local health systems – to ensure that services provided by multiple different organisations are integrated and coordinated around patients’ needs and maximise quality, outcomes and value for money. For the first time for 2019/20, each NHS Sustainability and Transformation Partnership (STP) or Integrated Care System (ICS) will produce a Local System Operating Plan (SOP), setting out local actions to deliver the long-term plan and local improvements. This Schedule 8 offers a way in which – at whatever level of specificity is felt to be locally appropriate – commitments made as part of a Local System Operating Plan can be given contractual effect.

Principle

The intention of Schedule 8 is to express obligations on the part of both the Commissioner(s) and the Provider.

Application

Completion of Schedule 8 is not mandatory, but should be considered for each contract where the Provider plays a significant role in delivering a Local System Operating Plan.

The general expectation is that the content of Schedule 8 will relate to the main local STP/ICS in which the Provider is a partner. Some Providers (ambulance Trusts, for instance) may be partners in more than one STP / ICS, in which case reference to multiple STP/ICSs and SOPs within one contract may be necessary; in such situations, care should be taken to avoid too onerous or detailed requirements. Equally, a local contract may involve multiple CCGs, not all of whom are partners in the STPs / ICSs relevant to the Provider. Local completion of this Schedule 8 will therefore need to make clear which STPs / ICSs and which commissioners it applies to.

Content

Exactly what to include in this Schedule 8 is a local decision, but there are a number of different options.

- If the Local System Operating Plan is sufficiently detailed to state specific actions which the Parties have agreed to take, these could be extracted and included in the Schedule.
- Alternatively, this Schedule 8 could build on the high-level intentions of the Local System Operating Plan, identifying specific actions
 - which the Provider will take to integrate its services with those of other local providers and to support those providers in delivering effective care for patients; and
 - which the Commissioners will take to ensure that other local providers support this

Provider in delivering the Services covered by this Contract effectively.

- These specific actions could cover expectations around patient pathways (consistent signposting for patients of the most appropriate pathway; communication and support between providers when patients are transferring from one service to another); practical arrangements for ongoing liaison between different services involved with the same patient, including shared or interoperable IT systems; arrangements for multi-disciplinary working across providers; and so on.
- And reference could be included in this Schedule 8 to participation in agreed partnership / governance forums and planning processes.

Care should be taken when completing this Schedule 8 to avoid duplication or contradiction of issues addressed in other local Schedules (such as Service Specifications). The Schedule should not be used to express financial agreements; these should be reflected as appropriate in Schedule 3A (Local Prices) or 3F (Expected Annual Contract Values).

Other approaches to integration

More formal approaches to service integration could involve putting in place a lead provider contract or an alliance agreement – see our Contract Technical Guidance for further detail.

This Schedule 8 is aimed at commitments made by the Provider and the Commissioners who are party to the local contract. Arrangements agreed directly between providers (to share back-office functions or facilities, for instance) should be set out elsewhere.

Draft for consultation

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