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NHS Standard Contract 2019/20

Full Length

National Variation Agreement for existing 2016/17, 2017-19 (November 2016 edition), 2017-19 (January 2018 edition) and 2017-19 (May 2018 edition) form contracts

**NHS Standard Contract 2019/20 (Full Length)**

**National Variation Agreement for existing 2016/17, 2017-19 (November 2016), 2017-19 (January 2018 edition) and 2017-19 (May 2018 edition) form contracts**

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Prepared by: NHS Standard Contract Team

 nhscb.contractshelp@nhs.net

*(please do not return completed National Variations to this email address)*

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Classification: Official

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| --- |
| Please note that the parties must complete the fields highlighted in yellow in this National Variation Agreement. |

**NHS [ ] CLINICAL COMMISSIONING GROUP (1)**

**[*insert names of other Commissioners*]**

**[ ]**

**[ ]**

**[ ]**

**[*Local Authority*]**

**[*NHS England*]**

**AND**

**[ ] (2)**

**AS PROVIDER**

|  |
| --- |
| **NATIONAL VARIATION AGREEMENT****2019/20****in relation to the Contract dated [*insert date of original contract*]****in the form of the Full Length****[NHS STANDARD CONTRACT 2017-19 (May 2018 edition)]****[NHS STANDARD CONTRACT 2017-19 (January 2018 edition)]****[NHS STANDARD CONTRACT 2017-19 (November 2016 edition)]****[NHS STANDARD CONTRACT 2016/17] *[select year of original contract]*** |

**THIS NATIONAL VARIATION AGREEMENT is dated [ ] 2019 and made between:**

1. **NHS [ ] CLINICAL COMMISSIONING GROUP** whose principal office is at
[ ]

**[***insert other Commissioners’ names and addresses***]**

**[***insert Local Authority name and address if applicable***]**

**[***insert NHS England name and address if applicable***]**

 (the **Commissioners**)

and

1. **[ ]** whose principal and/or registered office address is at [ ] (the **Provider**).

**WHEREAS**

1. The Commissioners and the Provider entered into a contract dated [*insert date of original 2017-19 (May 2018 edition), 2017-19 (January 2018 edition), 2017-19 (November 2016 edition), or 2016/17 contract*] as varied pursuant to GC13 of that contract (the **Contract**).
2. GC13 of the Contract requires the Parties to vary the Contract to apply National Variations.
3. The Parties wish to vary the Contract in accordance with GC13 so as to bring the Contract into alignment with certain provisions of the NHS Standard Contract 2019/20 published by NHS England.
4. In consideration of their mutual obligations under this National Variation Agreement and the payment by each Party to the other of £1 (receipt of which each Party acknowledges), the Parties have therefore agreed to vary the Contract on the terms set out in this National Variation Agreement.

**IT IS AGREED:**

1. **Definitions and Interpretation**
	1. In this National Variation Agreement unless the context otherwise requires or an expression is defined as a capitalised term in clause 1.2 below, the expression has the meaning given to it in the Contract.
	2. In this National Variation Agreement:

**Contract** has the meaning given to it in Recital A of this National Variation Agreement (and which may be the 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract, or the 2016/17 Contract);

**2016/17 Contract** means the NHS Standard Contract (Full Length) published by NHS England for the year 2016/2017, as subsequently varied in accordance with applicable National Variations;

**2017-19 (November 2016 edition) Contract** means theNHS Standard Contract (Shorter Form) published by NHS England in November 2016 for the years 2017-19, as subsequently varied in accordance with applicable National Variations;

**2017-19 (January 2018 edition) Contract** means the NHS Standard Contract (Full Length) published by NHS England in January 2018 for the years 2017-19, as subsequently varied in accordance with applicable National Variations;

**2017-19 (May 2018 edition) Contract** means the NHS Standard Contract (Full Length) published by NHS England in May 2018 for the years 2017-19;

**2019/20 Contract** means the NHS Standard Contract (Full Length) published by NHS England for the years 2019/2020;

**GC** and **SC** mean respectively any General Condition or Service Condition of the applicable 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract or the 2016/17 Contract, as the context requires;

**National Variation Agreement** means this agreement including its recitals and appendices; and

**Variations** means the variations set out in clauses 3 to 38 (inclusive) of this National Variation Agreement.

* 1. Except where otherwise expressly identified, all references in this National Variation Agreement to numbered SCs, GCs or Schedules relate to the SCs, GCs and Schedules of the Contract.
	2. Where the application of any content in the 2019/20 Contract is limited in the 2019/20 Contract to certain Service or Provider categories only, the same limitations will apply where that content is added to the Contract by this National Variation Agreement.
1. **Effective Date of VAriations**

The Variations apply with effect from 1 April 2019.

**Particulars**

1. **Service requirements**
	1. Underneath the row "Is the Provider acting as a Data Processor", insert the following:

|  |  |
| --- | --- |
| **Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?** | **YES/NO** |

1. **GOVERNANCE AND REGULATORY**
	1. Underneath the row "Provider's Freedom To Speak Up Guardian(s)”, insert the following:

|  |  |
| --- | --- |
| **Provider’s UEC DoS Contact** | **[ ]****Email: [ ]****Tel: [ ]** |
| **Commissioners’ UEC DoS Leads** | **[ ] CCG:****[ ]****Email: [ ]****Tel: [ ]****[INSERT AS ABOVE FOR EACH CCG]** |

1. **schedule 2m (DEVELOPMENT PLAN FOR PERSONALISED CARE)**
	1. After Schedule 2L, insert the new Schedule 2M set out in Appendix 2 of this National Variation Agreement, completed with local content where applicable.
2. **schedule 3d (Emergency care rule: agreed blended payment ARRANGEMENTS)**
	1. Delete Schedule 3D and replace with the new Schedule 3D set out in Appendix 3 of this National Variation Agreement, completed with local content where applicable.
3. **Schedule 3e (emergency re-admissions within 30 days: agreed threshold)**
	1. Delete Schedule 3E and replace with “Intentionally Omitted”.
4. **schedule 3F (Expected annual contract values)**
	1. Underneath "(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4D, as required under SC38.3)", insert the following:

*“(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.25.)”*

1. **schedule 4A and 4B (operational standards and national quality requirements)**
	1. Delete the following Parts of Schedule 4:

Part A: Operational Standards; and

Part B: National Quality Requirements

and replace with the new Parts A and B set out in Appendix 4 of this National Variation Agreement. Any references to “Application” are to be interpreted as in the 2019/20 Contract.

1. **schedule 6a (reporting requirements)**
	1. Delete Schedule 6A and replace with the new Schedule 6A set out in Appendix 5 of this National Variation Agreement completed with local content as required.
2. **schedule 6B (data quality improvement plans)**
	1. Add the following rows to the beginning of the table, completed with local content where applicable:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **[Data Quality Maturity Index in accordance with SC28.2.7]** |  |  |  |  |
| **[Ambulance NHS Number completeness]** |  |  |  |  |

1. **schedule 6d (service development and improvement plan)**
	1. Delete the first two rows of the table and replace with the following completed with local content as applicable:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **[Ambulance services – relevant recommendations in Lord Carter’s report*****Operational Productivity and Performance in English NHS Ambulance Trusts*]** |  |  |  |  |
| **[Maternity services – Continuity of Carer Standard]** |  |  |  |  |
| **[Staff Mental Health and Wellbeing Plan]** |  |  |  |  |

1. **schedule 6f (provider data processing agreement)**
	1. Delete the text in paragraphs 2.4(b)(i) and (ii) and replace with the following:
2. nature, scope, context and purposes of processing the data to be protected;
3. likelihood and level of harm that might result from a Data Loss Event;
4. **schedule 8 (local system operating plan)**
	1. After Schedule 7, insert the new Schedule 8 set out in Appendix 6 of this National Variation Agreement, completed with local content where applicable.

**service conditions**

1. **sc3 (SErvice standards)**
	1. Delete the text in SC3.8 (now SC3.10) to SC3.10 (now SC3.12) and replace with the following SC3.10 to SC3.16 (SCs have been renumbered so SC3.4A and 3.4B become SC3.5 and 3.6):

|  |  |
| --- | --- |
| 3.10 The Provider (whether or not it is required to be CQC registered for the purpose of the Services) must identify and give notice to the Co-ordinating Commissioner of the name, address and position in the Provider of the Nominated Individual.3.11 In support of the national programme to implement the Seven Day Service Hospital Priority Clinical Standards in full by 2020, the Provider must complete and report the Seven Day Service Self-Assessment as required by Guidance and must share a copy of each self-assessment with the Co-ordinating Commissioner.3.12 Where the Provider provides vascular surgery Services, hyper-acute stroke Services, major trauma Services, STEMI heart attack Services or children’s critical care Services, the Provider must ensure that those Services comply in full with Seven Day Service Hospital Priority Clinical Standards.3.13 Where the Provider provides maternity Services, it must:3.13.1 fully implement the Saving Babies’ Lives Care Bundle by no later than 31 March 2020 and thereafter comply with it; and3.13.2 use all reasonable endeavours to achieve the Continuity of Carer Standard by 31 March 2020 and demonstrate its progress to the Co-ordinating Commissioner through agreement and implementation of a Service Development and Improvement Plan.3.14 In performing its obligations under this Contract, the Provider must have regard to Learning Disability Improvement Standards and Guidance, as applicable.3.15 Where the Provider provides Services for children and young people with an eating disorder, it must use all reasonable endeavours to maximise the number of relevant Service Users who start a NICE-concordant treatment within four weeks from first contact with a designated healthcare professional for routine cases, or within one week for urgent cases, in accordance with the Access and Waiting Time Standard for Children and Young People with an Eating Disorder.3.16 The Provider must use all reasonable endeavours to ensure that each relevant clinical team achieves level 2 or above compliance with the requirements of the Early Intervention in Psychosis Scoring Matrix effective treatment domain. | **All****A, A+E, CR****A****A, CS****NHS Trust/ FT****MH/MHSS****MH, MHSS** |

1. **sc4 (co-operation)**
	1. Delete the text in SC4.3.2 and replace with the following:

|  |  |
| --- | --- |
| 4.3.2 ensure that high quality, integrated and co-ordinated care for the Service User is delivered across all pathways spanning more than one provider; | **All** |

* 1. Add new SC4.6 and SC4.7 as follows:

|  |  |
| --- | --- |
| 4.6 In performing their respective obligations under this Contract the Parties must use all reasonable endeavours, in cooperation with others, to promote the NHS's "triple aim" of better health for everyone, better care for all patients, and sustainability for the NHS locally and throughout England. In pursuit of the “triple aim”, the Parties must at all times use all reasonable endeavours to contribute towards the implementation of any Local System Operating Plan to which the Provider, other providers and one or more Commissioners are party and must perform any specific obligations on their respective parts agreed as part of or pursuant to that Local System Operating Plan from time to time, including those set out in Schedule 8 (Local System Operating Plan Obligations).4.7 The Provider must use all reasonable endeavours to ensure that, with effect from 1 July 2019, the Services are organised and delivered in such a way as to integrate effectively with the local configuration of any Primary Care Networks established in the geographical area within which the Services are to be delivered. | **All****CS** |

1. **sc6 (choice, referral and booking)**
	1. Delete the text in SC6.1 to SC6.2A, replace with the following and renumber subsequent provisions:

|  |  |
| --- | --- |
| * 1. The Parties must comply with NHS e-Referral Guidance and Guidance issued by the Department of Health and Social Care, NHS England and NHS Improvement regarding patients’ rights to choice of provider and/or consultant.
 | **All except AM, ELC, MHSS, PT** |
| * 1. The Provider must describe and publish all GP Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant. In relation to GP Referred Services:

6.2.1 the Provider must ensure that all such Services are able to receive Referrals through the NHS e-Referral Service;6.2.2 the Provider must, in respect of Services which are Directly Bookable:6.2.2.1 use all reasonable endeavours to make sufficient appointment slots available within the NHS e-Referral Service to enable any Service User to book an appointment for a GP Referred Service within a reasonable period via the NHS e-Referral Service; and6.2.2.2 ensure that it has arrangements in place to accept Referrals via the NHS e-Referral Service where the Service User or Referrer has not been able to book a suitable appointment, ensuring that it has safe systems in place for offering appointments promptly where this occurs;6.2.3 the Provider must offer clinical advice and guidance to GPs and other primary care Referrers:6.2.3.1 on potential Referrals, through the NHS e-Referral Service; and/or6.2.3.2 on potential Referrals and on the care of Service Users generally, as otherwise set out in the Service Specifications,whether this leads to a Referral being made or not. Local Prices payable by the Commissioners for such advice and guidance will be as set out in Schedule 3A (*Local Prices*);6.2.4 the Commissioners must use all reasonable endeavours to ensure that in respect of all Referrals by GPs and other primary care Referrers the Provider is given accurate Service User contact details and all pertinent information required by relevant local Referral protocols in accordance with the PRSB Clinical Referral Information Standard;6.2.5 the Commissioners must use all reasonable endeavours to ensure that all Referrals by GPs are made through the NHS e-Referral Service; and6.2.6 each Commissioner must take the necessary action, as described in NHS e-Referral Guidance, to ensure that all GP Referred Services are available to their local Referrers within the NHS e-Referral Service.* 1. Subject to the provisions of NHS e-Referral Guidance:

6.3.1 the Provider need not accept (and will not be paid for any first outpatient attendance resulting from) Referrals by GPs to Consultant-led acute outpatient Services made other than through the NHS e-Referral Service;6.3.2 the Provider must implement a process through which the non-acceptance of a Referral under this SC6.3 will, in every case, be communicated without delay to the Service User’s GP, so that the GP can take appropriate action; and6.3.3 each Commissioner must ensure that GPs within its area are made aware of this process.* 1. By no later than 31 March 2020, the Provider must:

6.4.1 describe and publish all GP Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant or Healthcare Professional, as applicable; and6.4.2 ensure that all such services are able to receive Referrals through the NHS e-Referral Service.  | **A****A****MH** |

* 1. Add new SC6.11 to SC6.13 as follows:

|  |  |
| --- | --- |
| **Urgent and Emergency Care Directory of Services*** 1. The Provider must nominate a UEC DoS Contact and must ensure that the Co-ordinating Commissioner and each Commissioner’s UEC DoS Lead is kept informed at all times of the person holding that position.
	2. Each Commissioner must nominate a UEC DoS Lead and must ensure that the Provider is kept informed at all times of the person holding that position.
	3. The Provider must ensure that its UEC DoS Contact:

6.13.1 continually validates UEC DoS entries in relation to the Services to ensure that they are complete, accurate and up to date at all times; and6.13.2 notifies each Commissioner’s UEC DoS Lead immediately on becoming aware of any amendment or addition which is required to be made to any UEC DoS entry in relation to the Services. | **UEC DoS****UEC DoS****UEC DoS** |

1. **sc8 (unmet needs, making every contact count and self care)**
	1. Add the following text to the end of SC8.3:

"In fulfilling its obligations under this SC8.3, the Provider must ensure that it takes account of all available information relating to the relevant locally-available services (including information held in the UEC DoS)."

and change the Application to “All”.

* 1. Add the following text to the end of SC8.6:

“The Provider must ensure that, as clinically appropriate and in accordance with any local protocols, its Staff refer Service Users to smoking cessation and drug and alcohol advisory services provided by the relevant Local Authority.”

* 1. Add new SC8.8 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must monitor the cardiovascular and metabolic health of Service Users with severe mental illness, in accordance with:

8.8.1 NICE clinical guidance CG178 (*Psychosis and schizophrenia in adults: prevention and management*); and8.8.2 the Lester Tool,and if a need for further treatment or care is indicated, take appropriate action in accordance with this SC8. | **MH, MHSS** |

1. **Sc10 (personalised care planning and shared decision making)**
	1. Add new SC10.1 as follows:

|  |  |
| --- | --- |
| * 1. In the performance of their respective obligations under this Contract the Parties must (where and as applicable to the Services):

10.1.1 give due regard to Guidance on Personalised Care; and10.1.2 use all reasonable endeavours to implement any Development Plan for Personalised Care. | **All** |

1. **sc11 (Transfer of and Discharge from Care; Communication with GPs)**
	1. Delete the text in SC11.7 and SC11.8 and replace with the following:

|  |  |
| --- | --- |
| * 1. Where, in the course of delivering an outpatient Service to a Service User, the Provider becomes aware of any matter or requirement pertinent to that Service User’s ongoing care and treatment which would necessitate the Service User’s GP taking prompt action, the Provider must communicate this by issue of a Clinic Letter to the Service User’s GP. The Provider must send the Clinic Letter as soon as reasonably practicable and in any event within 7 days following the Service User’s outpatient attendance. The Provider must issue such Clinic Letters using the applicable Delivery Method.
	2. The Commissioners must use all reasonable endeavours to assist the Provider to access the necessary national information technology systems to support electronic submission of Discharge Summaries and Clinic Letters and to ensure that GPs are in a position to receive Discharge Summaries and Clinic Letters via the Delivery Method applicable to communication with GPs.
 | **A, CR, MH****All except AM, PT** |

* 1. Delete the text in SC11.11 and SC11.12, replace with the following and add a new SC11.13 as follows:

|  |  |
| --- | --- |
| * 1. The Parties must at all times have regard to NHS Guidance on Prescribing Responsibilities, including, in the case of the Provider, in fulfilling its obligations under SC11.4, 11.9 and/or 11.10 (as appropriate).
	2. Where a Service User either:

11.12.1is admitted to hospital under the care of a member of the Provider’s medical Staff; or11.12.2is discharged from such care; or11.12.3attends an outpatient clinic or accident and emergency service under the care of a member of the Provider’s medical Staff,the Provider must, where appropriate under and in accordance with Fit Note Guidance, issue free of charge to the Service User or their Carer or Legal Guardian any necessary medical certificate to prove the Service User’s fitness or otherwise to work, covering the period until the date by which it is anticipated that the Service User will have recovered or by which it will be appropriate for a further clinical review to be carried out.* 1. The Parties must comply with their respective obligations under the National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care and must co-operate with each other, with the relevant Local Authority and with other providers of health and social care as appropriate, to minimise the number of NHS Continuing Healthcare assessments which take place in an acute hospital setting.
 | **A, CR, MH****A, A+E, CR, MH****A, CHC, CS, MH, MHSS, ELC** |

1. **sc13 (Equity of Access, Equality and Non-Discrimination)**
	1. Add new SC13.8 as follows:

|  |  |
| --- | --- |
| * 1. In performing its obligations under this Contract, the Provider must use all reasonable endeavours to support the Commissioners in carrying out their duties under the 2012 Act in respect of the reduction of inequalities in access to health services and in the outcomes achieved from the delivery of health services.
 | **All** |

1. **SC15 (Urgent access to mental health care)**
	1. At SC15.2 delete the following:

"and with the Urgent and Emergency Mental Health Care Pathway for Children and Young People."

* 1. At SC15.4.1 delete the following:

"within the timescale set out in the Urgent and Emergency Mental Health Care Pathway for Children and Young People"

1. **sc17 (services environment and equipment)**
	1. Add new SC17.7 as follows:

|  |  |
| --- | --- |
| * 1. With effect from 1 July 2019, the Provider must ensure that supplies of appropriate sanitary products are available and are, on request, provided promptly to inpatient Service Users free of charge.
 | **A, MH, MHSS** |

1. **SC18 (Sustainable Development)**
	1. Delete the text in SC18.2 and replace with the following:

|  |  |
| --- | --- |
| 18.2 The Provider must maintain a sustainable development management plan, approved by its Governing Body, in accordance with SDMP Guidance. Within that plan, the Provider must demonstrate how it will make progress on social, economic and environmental aspects of sustainable development for the benefit of public health, including in its performance on climate change adaptation and mitigation, air pollution, minimising wastes and minimising use of plastics, and must provide an annual summary of that progress to the Co-ordinating Commissioner. | **All** |

1. **Sc19 (Food Standards)**
	1. Delete the text in SC19.4 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must:

19.4.1 where it itself offers for sale any Sugar-Sweetened Beverage at the Provider’s Premises, ensure that sales of Sugar-Sweetened Beverages account for no more than 10% by volume in litres of all  beverages which it sells in any Contract Year; and19.4.2 use all reasonable endeavours to ensure that, where any of its tenants, sub-tenants, licensees, contractors, concessionaires or agents offers for sale any Sugar-Sweetened Beverage at the Provider’s Premises, sales of Sugar Sweetened Beverages account for no more than 10% by volume in litres of all beverages sold by that tenant, sub-tenant, licensee, contractor, concessionaire or agent in any Contract Year. | **NHS Trust/FT** |

1. **SC21 (Antimicrobial Resistance and Healthcare Associated Infections)**
	1. Delete the text in SC21.1 and replace with the following:

|  |  |
| --- | --- |
| 21.1 The Provider must:21.1.1 comply with the Code of Practice on the Prevention and Control of Infections;21.1.2 have regard to NICE guideline NG15 (*Antimicrobial stewardship: systems and processes for effective antimicrobial medicine use*) and;* + 1. have regard to the Antimicrobial Stewardship Toolkit for English Hospitals.
 | **All except 111****All except 111****A** |

* 1. Delete the text in SC21.3, replace it with the following and add a new SC21.4 as follows:

|  |  |
| --- | --- |
| * 1. Working with the Commissioners and with other local providers of health and social care as appropriate, the Provider must put in place an HCAI Reduction Plan for each Contract Year and must comply with its obligations under that plan. The HCAI Reduction Plan must reflect local and national priorities relating to HCAI including antimicrobial resistance and the reduction of gram-negative bloodstream infections.
	2. The Provider must use all reasonable endeavours consistent with good practice to reduce its Antibiotic Usage (measured in each case against the Antibiotic Usage 2018 Baseline):

21.4.1 by 1% in the first Contract Year; and21.4.2 by a further 1% in each subsequent Contract Yearand must provide an annual report to the Co-ordinating Commissioner on its performance. | **All except 111****A (NHS Trusts/FT only)**  |

1. **SC22 (Venous Thromboembolism)**
	1. Add new SC22.2 and SC22.3 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must implement the methodology described in NEWS 2 Guidance for assessment of acute illness severity for adult Service Users, ensuring that each adult Service User is monitored at the intervals set out in that guidance and that in respect of each adult Service User an appropriate clinical response to their NEW Score, as defined in that guidance, is always effected.
	2. The Provider must comply with NICE guideline NG51 (*Sepsis: recognition, diagnosis and early management*) and with Sepsis Implementation Guidance.
 | **A, AM****A** |

1. **sc23 (service user health records)**
	1. Add new SC23.4.4 as follows:

|  |  |
| --- | --- |
| * + 1. use all reasonable endeavours to ensure that, with effect from 1 April 2020, the Service User’s verified NHS Number is available to all clinical Staff when engaged in the provision of any Service to that Service User.
 | **All** |

* 1. Delete the text in SC23.7 and SC23.8 and replace with the following:

|  |  |
| --- | --- |
| 23.7 The Provider must ensure that (subject to GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*)) all of its major clinical information technology systems enable clinical data to be accessible to other providers of services to Service Users as structured information through open interfaces in accordance with Open API Policy and Guidance and, with effect from 1 April 2020, Care Connect APIs.23.8 The Provider must ensure that its information technology systems comply with DCB0160 in relation to clinical risk management.  | **All****All** |

* 1. In SC23.9 delete the text "By no later than 1 April 2017".
1. **SC24 (nhs counter-fraud and security management)**
	1. Delete the text in SC24.3 and replace with the following:

|  |  |
| --- | --- |
| 24.3 If requested by the Co-ordinating Commissioner, or NHSCFA or any Regulatory or Supervisory Body, the Provider must allow a person duly authorised to act on behalf of NHSCFA, any Regulatory or Supervisory Body or on behalf of any Commissioner to review, in line with the appropriate standards, security management and counter-fraud arrangements put in place by the Provider. | **All** |

* 1. Delete the text in SC24.6 and replace with the following:

|  |  |
| --- | --- |
| 24.6 On the request of the Department of Health and Social Care, NHS England, NHSCFA, any Regulatory or Supervisory Body or the Co-ordinating Commissioner, the Provider must allow NHSCFA or any Local Counter Fraud Specialist or any Local Security Management Specialist appointed by a Commissioner, as soon as it is reasonably practicable and in any event not later than 5 Operational Days following the date of the request, access to:24.6.1 all property, premises, information (including records and data) owned or controlled by the Provider; and24.6.2 all Staff who may have information to provide,relevant to the detection and investigation of cases of bribery, fraud or corruption, or security incidents or security breaches directly or indirectly in connection with this Contract. | **All** |

1. **SC28 (Information Requirements)**
	1. Delete the text in SC28.2.2 to SC28.2.6, replace with the following and add a new SC28.2.7 as follows:

|  |  |
| --- | --- |
| * + 1. where and to the extent applicable, conform to all NHS information standards notices, data provision notices and information and data standards approved or published by the Secretary of State, NHS England or NHS Digital;
		2. implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner;
		3. comply with Data Guidance issued by NHS England and NHS Digital and with Data Protection Legislation in relation to protection of patient identifiable data;
		4. subject to and in accordance with Law and Guidance and any relevant standards issued by the Secretary of State, NHS England or NHS Digital, use the Service User’s verified NHS Number as the consistent identifier of each record on all patient datasets;
		5. comply with the Data Guidance and Data Protection Legislation on the use and disclosure of personal confidential data for other than direct care purposes; and
		6. use all reasonable endeavours to optimise its performance under the Data Quality Maturity Index (where applicable) and must demonstrate its progress to the Co-ordinating Commissioner on an ongoing basis, through agreement and implementation of a Data Quality Improvement Plan or through other appropriate means.
 | **All** |

* 1. In SC28.7, replace “the NHS Clinical Classifications Service” with “NHS Digital”.
	2. Add new SC28.8 to SC28.15 as follows:

|  |  |
| --- | --- |
| * 1. Where NHS Digital issues new or updated Guidance on the counting and coding of Activity and that Guidance requires the Provider to change its counting and coding practice, the Provider must:
 | **All** |
| * + 1. as soon as reasonably practicable give notice in writing to the Co-ordinating Commissioner of the change it is making to effect the Guidance; and
		2. implement the change on the date (or in the phased sequence of dates) mandated in the Guidance.
	1. Where any change in counting and coding practice required under SC28.8 is projected, once implemented, to have, or is found following implementation to have had, an impact on the Actual Annual Value of Services, the Parties must adjust the relevant Prices payable,

28.9.1 where the change is to be, or was, implemented within the Contract Year in which the relevant Guidance was issued by NHS Digital, in respect of the remainder of that Contract Year; and28.9.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the relevant Guidance was issued by NHS Digital,in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.* 1. Except as provided for in SC28.8, the Provider must not implement a change of practice in the counting and coding of Activity without the agreement of the Co-ordinating Commissioner.
	2. Either the Co-ordinating Commissioner (on behalf of the Commissioners) or the Provider may at any time propose a change of practice in the counting and coding of Activity to render it compliant with Guidance issued by NHS Digital already in effect. The Party proposing such a change must give the other Party written notice of the proposed change at least 6 months before the date on which that change is proposed to be implemented.
	3. The Party receiving notice of the proposed change of practice under SC28.11 must not unreasonably withhold or delay its agreement to the change.
	4. Any change of practice proposed under SC28.11 and agreed under SC28.12 must be implemented on 1 April of the following Contract Year, unless the Parties agree a different date (or phased sequence) for its implementation.
	5. Where any change in counting and coding practice proposed under SC28.11 and agreed under SC28.12 is projected, once implemented, to have, or is found following implementation to have had, an impact on the Actual Annual Value, the Parties must adjust the relevant Prices payable:

28.14.1 where the change is to be, or was, implemented within the Contract Year in which the change was proposed, in respect of the remainder of that Contract Year; and28.14.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the change was proposed,in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.* 1. Where any change of practice in the counting and coding of Activity is implemented, the Provider and the Co-ordinating Commissioner must, working jointly and in good faith, use all reasonable endeavours to monitor its impact and to agree the extent of any adjustments to Prices which may be necessary under SC28.9 or SC28.14.
 | **All****All****All****All****All****All****All** |

1. **SC29 (Managing Activity and Referrals)**
	1. Add new SC29.28 to SC29.31 as follows:

|  |  |
| --- | --- |
| * 1. The Parties must comply with their respective obligations under the Evidence-Based Interventions Policy.
	2. The Commissioners must use all reasonable endeavours to procure that, when making Referrals, Referrers comply with the Evidence-Based Interventions Policy.
	3. The Provider must manage Referrals and provide the Services in accordance with the Evidence-Based Interventions Policy.
	4. If the Provider carries out:

29.31.1 a Category 1 Intervention without evidence of an individual funding request being approved by the relevant Commissioner; or29.31.2 a Category 2 Intervention other than in accordance with the Evidence-Based Interventions Policy,the relevant Commissioner will not be liable to pay for that Intervention. | **A****A****A****A** |

1. **SC32 (Safeguarding, Mental Capacity and Prevent)**
	1. Delete the text in SC32.1 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must ensure that Service Users are protected from abuse, grooming, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of any such behaviours in accordance with the Law.
 | **All** |

1. **SC36 (Payment Terms)**
	1. In SC36 replace “uplift factors” with “cost adjustments”.
	2. Delete the text in SC36.21 and SC36.22 and replace with the following:

|  |  |
| --- | --- |
| 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*).* 1. Intentionally omitted.
 | **A, A+E** |

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

|  |  |
| --- | --- |
| 36.25 The Provider must supply to each Commissioner a monthly invoice on the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth (or other such proportion as may be specified in Schedule 3F (*Expected Annual Contract Values*)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider. | **EACV agreed** |

* 1. In SC36.37 to SC36.38 replace “2018” with “2019” and “2019” with “2020”.
	2. In SC36.49, delete “use all reasonable endeavours to”.
	3. Delete the text in SC36.50 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Co-ordinating Commissioner has (if so recorded in Schedule 2G (*Other Local Agreements, Policies and Procedures*)) given notice, and/or may at any time give reasonable written notice, requiring the Provider to purchase (and to ensure that any Sub-Contractor purchases) a device or devices listed in the High Cost Devices and Listed Procedures tab, or a drug or drugs listed in the High Cost Drugs tab at Annex A to the National Tariff, and used in the delivery of the Services, from a supplier, intermediary or via a framework listed in that notice. The Provider must purchase (and must ensure that any Sub-Contractor which is an NHS Trust or an NHS Foundation Trust must purchase) any adalimumab used in delivery of the Services via and in accordance with the Adalimumab Framework. The Provider will not be entitled to payment for any such item purchased and used in breach of this SC39.1 and/or such a notice.
 | **A, A+E, CR, R (NHS Trust/FT only)** |

* 1. Add new SC36.53 as follows:

|  |  |
| --- | --- |
| * 1. If, following publication of the National Ambulance Vehicle Specification, the Provider places any order for a new standard double-crewed emergency ambulance for use in provision of the Services, the Provider must ensure that its order specifies that the ambulance must comply with the National Ambulance Vehicle Specification (unless it has received written confirmation, in advance, from the Co-ordinating Commissioner that it has agreed in writing with NHS England and NHS Improvement that the National Ambulance Vehicle Specification need not apply to that order).
 | **AM (NHS Trust/FT only)** |

1. **SC38 (Commissioning for Quality and Innovation (CQUIN))**
	1. Add new SC38.15 as follows:

|  |  |
| --- | --- |
| **Small-Value Contract*** 1. If the Commissioners have applied the small-value contract exception set out in CQUIN Guidance, any Price stated in or otherwise applicable to this Contract, and any Expected Annual Contract Value, are expressed at full value (that is, including any sum which would otherwise have been payable as a CQUIN Payment had that exception not been applied).
 | **All** |

**general conditions**

1. **gc5 (Staff)**
	1. Add new GC5.2.3 as follows:

"undertake robust quality impact assessments, as required by Staffing Guidance, before making any material changes to Staff numbers, skill-mix or roles;"

* 1. At GC5.2.5, 5.2.8 and 5.2.10 replace “6 months” with “12 months”.
	2. Add new GC5.2.6 as follows:

“report the outcome of each review undertaken under GC5.2.5 to its Governing Body and submit further reports on staffing matters regularly to its Governing Body as required by Staffing Guidance;”

* 1. Add new GC5.3 as follows:

"The Provider must implement a standard operating procedure, as required by Staffing Guidance, for responding to any day-to-day shortfalls in the number and skill mix of Staff available to provide each Service and inform the Co-ordinating Commissioner immediately of any actual or expected material impact on the delivery of Services arising from any such shortfall and/or implementation of the procedure. The implementation of any such standard operating procedure will not affect the rights and obligations of the Parties under this Contract in respect of any Suspension Event or Event of Force Majeure, or in respect of any failure on the part of the Provider to comply with any obligation on its part under this Contract."

* 1. Delete the text in GC5.93 and 5.9.4 and replace with the following:

5.9.3 have in place, promote and operate (and must ensure that all Sub-Contractors have in place, promote and operate) a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff have appropriate means through which they may speak up about any concerns they may have in relation to the Services;

5.9.4 give due regard to, and comply with all recommendations set out in, Settlement Agreement Guidance;

5.9.5 ensure that nothing in any contract of employment, or contract for services, settlement agreement or any other agreement entered into by it or any Sub-Contractor with any member of Staff will prevent or inhibit, or will purport to prevent or inhibit, that member of Staff from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer or by any other organisation, nor from speaking up to any Regulatory or Supervisory Body or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulatory or Supervisory Body or professional body from time to time, nor prejudice any right of that member of Staff to make disclosures under the Employment Rights Act 1996; and

5.9.6 without prejudice to GC5.9.5, ensure that the following provision is included in each settlement agreement or any other agreement entered into by it or any Sub-Contractor with any member of Staff on or in relation to the termination or expiry of employment or engagement of that member of Staff:

“*For the avoidance of doubt,* *nothing in this Agreement shall:*

1. *prevent or inhibit, or will purport to prevent or inhibit, [the worker] from speaking up about any concerns he/she may have in relation to the quality and/or safety of the care provided by his/her employer or by any other organisation, nor from speaking up to any statutory, regulatory, supervisory or professional body in accordance with his/her professional and ethical obligations including those obligations set out in guidance issued by any statutory, regulatory, supervisory or professional body from time to time; nor*
2. *prejudice any right of [the worker] to make disclosures under the Employment Rights Act 1996.”*
3. **Gc9 (contract management)**
	1. In GC9.26 replace "2018" with "2019" and "2019" with "2020".
4. **GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency)**
	1. Delete the text in GC21.2 and replace with the following:

"The Provider must complete and publish an annual information governance assessment in accordance with, and comply with the mandatory requirements of, the NHS Data Security and Protection Toolkit, as applicable to the Services and the Provider’s organisation type."

1. **general Conditions: Definitions and Interpretation**
	1. Insert the new definitions set out in Part 1 of Appendix 1; amend the definitions set out in Part 2 of Appendix 1 as described in that Part 2; delete the definitions set out in Part 3 of Appendix 1, as applicable.
	2. Change all references as follows:
* “Department of Health” to “Department of Health and Social Care”.
* “NHS Standard Contract Technical Guidance” to “the Contract Technical Guidance”.
* “LD Guidance” to “Care and Treatment Review Guidance”.
* “Direction Letter” to “Direction Letter/Determination”.
* “NHS Information Governance Toolkit (or any successor framework) to “NHS Data Security and Protection Toolkit”
1. **Counterparts**

This National Variation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

1. **Precedence of this National Variation Agreement**

In the event of any inconsistency between the terms of this National Variation Agreement and the Contract, the terms of this National Variation Agreement shall take precedence.

1. **Continuing effect**

Subject to the Variations, the Contract shall continue in full force and effect in all respects.

1. **Governing Law and Jurisdiction**

This National Variation Agreement shall be subject to the provisions of GC39 of the Contract.**IN WITNESS OF WHICH the Parties have signed this National Variation Agreement on the date(s) shown below**

|  |  |
| --- | --- |
| **SIGNED by**  | ………………………………………………….Signature |
| **[INSERT AUTHORISED** **SIGNATORY’S****NAME] for****and on behalf of****[INSERT COMMISSIONER NAME]** | ………………………………………………….Title………………………………………………….Date |
| **[INSERT AS ABOVE FOR****EACH COMMISSIONER]** |  |
| **SIGNED by**  | …………………………………………………Signature |
| **[INSERT AUTHORISED****SIGNATORY’S****NAME] for****and on behalf of****[INSERT PROVIDER NAME]** | ………………………………………………Title………………………………………………Date |

**Appendix 1: Definitions**

**Appendix 1 Part 1: New Defined Terms**

Add the following definitions to the General Conditions (*Definitions and Interpretation*) in alphabetical sequence:

|  |
| --- |
| **Access and Waiting Time Standard for Children and Young People with an Eating Disorder** guidance on establishing and maintaining a community eating disorder service to improve access and meet the waiting time standard by 2020-21, published at<https://www.england.nhs.uk/wp-content/uploads/2015/07/cyp-eating-disorders-access-waiting-time-standard-comm-guid.pdf>  |
| **Adalimumab Framework** the NHS National Framework Agreement for the Supply of Adalimumab for NHS England, pursuant to tender reference CM/PHR/18/5567, notified by NHS England, through which the Provider can call off supplies of adalimumab from specified suppliers |
| **Antibiotic Usage** the number of defined daily doses of antibiotics dispensed by the Provider to NHS patients undergoing care on an outpatient, day case or inpatient basis during a Contract Year, per 1000 admissions of NHS patients during the same Contract Year, calculated in accordance with the more detailed definition in the Public Health England AMR Local Indicators database, available at:<https://fingertips.phe.org.uk/profile/amr-local-indicators/data#page/6/gid/1938132909/pat/158/par/TE_trust/ati/118/are/RWE/iid/92201/age/1/sex/4> |
| **Antibiotic Usage 2018 Baseline** the number of defined daily doses of antibiotics dispensed by the Provider to NHS patients undergoing care on an outpatient, day case or inpatient basis during 2018, per 1000 admissions of NHS patients during 2018, calculated in accordance with the more detailed definition in the Public Health England AMR Local Indicators database, available at:<https://fingertips.phe.org.uk/profile/amr-local-indicators/data#page/6/gid/1938132909/pat/158/par/TE_trust/ati/118/are/RWE/iid/92201/age/1/sex/4> |
| **Antimicrobial Stewardship Toolkit for English Hospitals** the document entitled *Start Smart – Then Focus*, published by Public Health England and available at: <https://www.gov.uk/government/publications/antimicrobial-stewardship-start-smart-then-focus> |
| **Care and Treatment Review Guidance** the guidance documents for commissioners and providers on Care and Treatment Reviews, and on Care, Education and Treatment Reviews (CETRs) for children and young people, published by NHS England at: <https://www.england.nhs.uk/learning-disabilities/care/ctr/> |
| **Care Connect APIs** the seventeen resource APIs listed at: <https://nhsconnect.github.io/CareConnectAPI/>  |
| **Category 1 Interventions** interventions which should not be routinely commissioned or performed, described as Category 1 Interventions in Evidence-Based Interventions Policy |
| **Category 2 Interventions** interventions which should only be routinely commissioned or performed when specific criteria are met, described as Category 2 Interventions in Evidence-Based Interventions Policy |
| **Continuity of Carer Standard** the requirement in respect of maternity Services for at least 35% of Service Users to be booked onto a continuity of carer pathway by March 2020, as described in *Measuring Continuity of Carer: a Monitoring and Evaluation Framework,* published by the Royal College of Midwives available at: <https://www.rcm.org.uk/news-views-and-analysis/news/are-women-getting-continuity-of-carer-in-maternity-services-rcm> |
| **Data Landing Portal** the secure and confidential portal hosted by NHS Digital for the receipt of electronic submissions of local patient-level datasets from providers, available at: <https://digital.nhs.uk/services/secondary-uses-service-sus/data-landing-portal-dlp> |
| **Data Landing Portal Acceptable Use Statement** the acceptable use statement published by NHS Digital which sets out requirements on providers relating to the use of the Data Landing Portal, available at: <https://digital.nhs.uk/services/data-landing-portal> |
| **Data Quality Maturity Index** the NHS Digital publication which assesses the completeness and quality of datasets submitted nationally by individual providers in relation to different services, available at:<https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/data-quality> |
| **DCB0160** the standard defined in *Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems*, available at:<https://digital.nhs.uk/services/solution-assurance/the-clinical-safety-team/clinical-risk-management-standards> |
| **Development Plan for Personalised Care** the agreed plan describing actions which the Provider and/or the Commissioners will take, aimed at ensuring that Service Users have choice and control over the way their care is planned and delivered, as set out in Schedule 2M (*Development Plan for Personalised Care*) |
| **Early Intervention in Psychosis Scoring Matrix** the quality improvement and accreditation scoring matrix published by the Royal College of Psychiatrists at:<https://www.rcpsych.ac.uk/improving-care/ccqi/national-clinical-audits/national-clinical-audit-of-psychosis/EIP-spotlight-audit-resources> |
| **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)* |
| **European Economic Area or EEA** the European Economic Area which consists of the European Union and all the European Free Trade Association (EFTA) countries except Switzerland |
| **Evidence-Based Interventions Policy** the national policy relating to the commissioning of interventions which are clinically inappropriate or which are appropriate only when performed in specific circumstances, published by NHS England at: <https://www.england.nhs.uk/publication/evidence-based-interventions-guidance-for-clinical-commissioning-groups-ccgs/> |
| **GP Referred Service** a Service which accepts elective Referrals from GPs, as set out in NHS e-Referral Service guidance |
| **Guidance on Personalised Care** guidance published by NHS England aimed at ensuring that people have choice and control over the way their care is planned and delivered, available at <https://www.england.nhs.uk/publication/universal-personalised-care-implementing-the-comprehensive-model/> |
| **Learning Disability Improvement Standards** the standards for the provision of healthcare services for people with learning disabilities, published by NHS Improvement at:<https://improvement.nhs.uk/resources/learning-disability-improvement-standards-nhs-trusts/> |
| **Lester Tool** the tool used to assess the cardiovascular and metabolic health of Services Users with severe mental illness, published by NHS England and the Royal College of Psychiatrists at:<https://www.rcpsych.ac.uk/docs/default-source/improving-care/ccqi/national-clinical-audits/ncap-library/ncap-e-version-nice-endorsed-lester-uk-adaptation.pdf?sfvrsn=39bab4_2> |
| **Local System Operating Plan** the aggregated system-wide operational plan and supporting narrative for 2019/20, to be submitted to NHS England and NHS Improvement by each Sustainability and Transformation Partnership and Integrated Care System, as described in *NHS Operational Planning and Contracting Guidance 2019/20*, available at: <https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting/> |
| **National Ambulance Vehicle Specification** the final national specification for emergency ambulance vehicles to be used in the provision of NHS-funded services, to be published by NHS Improvement (consultation draft available athttps://engage.improvement.nhs.uk/operational-productivity-comms/english-nhs-ambulance-vehicle-spec/) |
| **National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care** the document of this name published by DHSC which came into effect on 1 October 2018, available at:<https://www.gov.uk/government/publications/national-framework-for-nhs-continuing-healthcare-and-nhs-funded-nursing-care> |
| **NEWS 2 Guidance** *National Early Warning Score (NEWS) 2: Standardising the assessment of acute-illness severity in the NHS. Updated report of a working party*, Royal College of Physicians, London, 2017, available at:<https://www.rcplondon.ac.uk/projects/outputs/national-early-warning-score-news-2> |
| **NEW Score** the aggregate score for an individual Service User when assessed at any point using the parameters set out in NEWS 2 Guidance |
| **NHS Data Security and Protection Toolkit** an online system , which allows NHS Bodies and non-NHS providers of NHS-funded services to assess their compliance with GDPR and with the National Data Guardian’s Data Security Standards, available at: <https://www.dsptoolkit.nhs.uk/> |
| **NHS Guidance on Prescribing Responsibilities** the document published by NHS England which describes the prescribing responsibilities of healthcare professionals from primary, secondary and tertiary care, available at:<https://www.england.nhs.uk/publication/responsibility-for-prescribing-between-primary-and-secondary-tertiary-care/> |
| **Primary Care Network** a locally-established network of providers of general medical services, as described at:[https://www.england.nhs.uk/gp/gpfv/redesign/primary-care-networks](https://www.england.nhs.uk/gp/gpfv/redesign/primary-care-networks/) |
| **PRSB Clinical Referral Information Standard** the standard for information to be provided when referring patients to hospital consultants and other health care professionals providing outpatient services, as published by the Professional Record Standards Body at: <https://theprsb.org/standards/clinicalreferralinformation/> |
| **Saving Babies’ Lives Care Bundle** the document setting out key evidence-based interventions aimed at reducing stillbirth rates, published by NHS England at: [https://www.england.nhs.uk/mat-transformation/saving-babies](https://www.england.nhs.uk/mat-transformation/saving-babies/) |
| **SCCI 1580 (Palliative Care Co-ordination: Core Content)** the information standard specifying the core content to be held in electronic palliative care co-ordination systems (EPaCCS), published at:<https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/scci1580-palliative-care-co-ordination-core-content> |
| **SDMP Guidance** *Sustainable Development Management Plan (SDMP) Guidance for Health and Social Care Organisations* available at: <https://www.sduhealth.org.uk/delivery/plan.aspx> |
| **Sepsis Implementation Guidance** *Sepsis guidance implementation advice for adults,* published by NHS England, available at:<https://www.england.nhs.uk/publication/sepsis-guidance-implementation-advice-for-adults/> |
| **Settlement Agreement Guidance** NHS Employers’ guidance *The Use of settlement agreements and confidentiality clauses*, available at: <https://www.nhsemployers.org/case-studies-and-resources/2019/02/the-use-of-settlement-agreements-and-confidentiality-clauses>  |
| **UEC DoS** the central directory of services, supported by NHS Digital, which is accessed by staff involved in the provision of urgent and emergency care services and which provides real-time information about available services and clinicians across all care settings (<https://digital.nhs.uk/directory-of-services>) |
| **UEC DoS Contact** the officer or employee of the Provider responsible for validating that UEC DoS entries in relation to the Services are complete, accurate and up to date, identified as such in the Particulars |
| **UEC DoS Lead** the individual appointed by a Commissioner as the point of contact for validation of UEC DoS entries |
| **Unit Price** has the meaning given to it in section 7 of the National Tariff |
| **Value of Planned Activity** has the meaning given to in in section 7 of the National Tariff |

**Appendix 1 Part 2: Variations to Defined Terms**

Delete the definitions given to the following defined terms and replace with the amended definitions as follows or where applicable vary the defined term as described below (and, where the defined term itself is amended, any use in the Contract of the original term is to be read as the amended term):

| **Term:** | **Amended definition or amendment to defined term** |
| --- | --- |
| **Activity and Finance Report** | a report showing actual Activity and the associated costs to Commissioners, in the format agreed and specified in Schedule 6A (*Reporting Requirements*) |
| **Activity Planning Assumptions** | the ratios and/or obligations, consistent with the relevant Indicative Activity Plan, to be met and satisfied by the Provider in relation to Service User flows and Activity following initial assessment regarding the Services, as identified in Schedule 2C (*Activity Planning Assumptions*) and/or as notified by the Commissioner to the Provider in accordance with SC29.7 |
| **Care Programme Approach** | the framework introduced to deliver effective mental healthcare for people with severe mental health problems (as amended, revised, re-issued or replaced from time to time by the Department of Health and Social Care), being the Care Programme Approach referred to in:1. *Department of Health, Effective care co-ordination in mental health services; modernising the Care Programme Approach 1999* (a policy booklet), available at:

[http://webarchive.nationalarchives.gov.uk/20120503230316/http://www.dh.gov.uk/prod\_consum\_dh/groups/dh\_digitalassets/@dh/@en/documents/digitalasset/dh\_4057270.pdf](http://webarchive.nationalarchives.gov.uk/20120503230316/http%3A//www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/%40dh/%40en/documents/digitalasset/dh_4057270.pdf); 1. *Reviewing the Care Programme Approach* 2006 (a consultation document) Care Services Improvement Partnership Department of Health, available at:

[http://webarchive.nationalarchives.gov.uk/+/http://www.dh.gov.uk/en/Consultations/Liveconsultations/DH\_063354](http://webarchive.nationalarchives.gov.uk/%2B/http%3A//www.dh.gov.uk/en/Consultations/Liveconsultations/DH_063354); and1. *Re-focusing the Care Programme Approach – Policy and Positive Practice Guidance* 2008, being the process used to assess the care needs of Service Users based on the Principles of HC 90(23), available at:

[http://webarchive.nationalarchives.gov.uk/20130105012529/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\_083647](http://webarchive.nationalarchives.gov.uk/20130105012529/http%3A//www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_083647) |
| **Child Sexual Abuse and Exploitation Guidance** | the *Child Sexual Exploitation: Health Working Group Report* and the Department of Health and Social Care’s response to its recommendations, available at:<https://www.gov.uk/government/publications/health-working-group-report-on-child-sexual-exploitation> and all Guidance issued pursuant to those recommendations |
| **Clinic Letter** | a summary of information relevant to the Service User to be produced by the Provider following outpatient clinic attendance, which must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, consistent with the standards published by the Professional Record Standards Body at: <https://theprsb.org/standards/> |
| **Contract Technical Guidance** | **Contract Technical Guidance** technical guidance in relation to the NHS Standard Contract, available at:<https://www.england.nhs.uk/nhs-standard-contract/19-20/>  |
| **CQUIN Reconciliation Account** | an account prepared by or on behalf of the Provider which:1. identifies the CQUIN Payments to which the Provider is entitled, on the basis of the Provider’s performance against the CQUIN Indicators during the relevant Contract Year, as recorded in the relevant CQUIN Performance Reports;
2. confirms the CQUIN Payments on Account already made to the Provider in respect of the relevant Contract Year;
3. may correct the conclusions of any previous reconciliation account; and
4. must identify any reconciliation payments now due from the Provider to any Commissioner, or from any Commissioner to the Provider
 |
| **Delivery Method** | 1. in respect of communications with a Service User’s GP, direct automatic transfer onto the GP practice electronic patient record system through a suitable secure interface; or
2. in respect of communications with any other Referrer or with any third party provider of health or social care, either direct automatic transfer onto that party’s electronic patient record system through a suitable secure interface or secure email using an NHS secure account or equivalent, as required or permitted by the relevant Transfer of and Discharge from Care Protocol
 |
| **Department of Health and Social Care** or **DHSC** | the Department of Health and Social Care in England of HM Government and its predecessor departments, or such other body superseding or replacing it from time to time and/or the Secretary of State |
| **Direction Letter/Determination** | a letter or determination issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967 or Section 25(5) of the Public Service Pensions Act 2013) to the Provider (or any Sub-Contractor, as appropriate), setting out the terms on which the Provider (or any Sub-Contractor, as appropriate) is to be granted access to the NHS Pension Scheme in connection with this Contract (or the relevant Sub-Contract, as appropriate) |
| **Discharge Summary** | a summary of information relevant to the Service User to be produced by the Provider in accordance with the relevant Transfer of and Discharge from Care Protocol which, for discharges from inpatient, day case or A&E Services, must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, consistent with the standards published by the Professional Record Standards Body at: <https://theprsb.org/standards/> |
| **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 |
| **Genomic Laboratory Hub** | an organisation which holds a contract with NHS England to arrange and/or perform genomic laboratory services for a defined geographical population, listed at:[https://www.england.nhs.uk/genomics/genomic-laboratory-hubs](https://www.england.nhs.uk/genomics/genomic-laboratory-hubs/)  |
| **Health and Social Care Network** | the national programme to manage the exit from existing N3 network arrangements (through which providers access national services such as the NHS e-Referral Service and the NHS Care Records Service) and to provide successor network services capable of supporting the health and social care system, available at: <http://systems.digital.nhs.uk/hscn> |
| **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 |
| **Local Authority** | a county council in England, a county borough council in England, a district council in England, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly |
| **Making Every Contact Count Guidance** | the guidance and tools issued by NHS England, Public Health England and Health Education England, available at:<https://www.makingeverycontactcount.co.uk> |
| **National Directive on Commercial Contract Research Studies** | the mandatory requirements governing participation by Providers in Commercial Research Studies, published jointly by NHS England, the National Institute for Health Research and the Health Research Authority from time to time at:<https://www.england.nhs.uk/commissioning/supporting-commissioners/research/supporting-and-applying-research-in-the-nhs/> |
| **National Genomic Test Directory** | the document listing all genomic tests which are commissioned by the NHS in England, published from time to time by NHS England at: https://www.england.nhs.uk/publication/national-genomic-test-directories |
| **NHS Employer** | has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook |
| **NHS e-Referral Guidance** | guidance in relation to best practice use of the NHS e-Referral Service, available at: <https://digital.nhs.uk/services/nhs-e-referral-service> and on management of referrals (*e-Referral Service: guidance for managing referrals*), available at:<https://www.england.nhs.uk/digitaltechnology/nhs-e-referral-service/>  |
| **NHS Pension Scheme** | the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), and the National Health Service Pension Scheme Regulations 2015 (SI 2015/94) |
| **NHS Security Management Standards** | pending the publication of new Guidance and as a guide to good practice only, the standards and guidance on security management previously published by NHS Protect (a division of the NHS Business Services Authority abolished with effect from 1 November 2017), and subsequently such Guidance on security management as may be published by a Regulatory or Supervisory Body |
| **NHS Serious Incident Framework** | NHS England’s serious incident framework, available at:<https://improvement.nhs.uk/resources/serious-incident-framework/>  |
| **Nominated Individual** | the person responsible for supervising the management of the Services, being:1. where the Provider is an individual, that individual; and
2. where the Provider is not an individual, an individual who is employed (within the meaning of the 2014 Regulations) as a director, manager or the company secretary of the Provider, (and who will, where appropriate, be the nominated individual notified to CQC in accordance with regulation 6 of the 2014 Regulations)
 |
| **ODS** | the NHS Organisation Data Service that is responsible for:(i) the publication of all organisation and practitioner codes;(ii) the development of national policy and standards relating to organisation and practitioner codes; and(iii) the development of national reference organisation data |
| **Open API Policy and Guidance** | the following publications:1. the policy on Open Application Programming Interfaces, published by NHS England at:

<https://www.england.nhs.uk/digitaltechnology/connecteddigitalsystems/interoperability/open-api/>; and1. guidance on the NHS Standard Contract requirements on discharge summaries and clinic letters and on interoperability of clinical IT systems, published by NHS England at: <https://www.england.nhs.uk/publication/guidance-on-the-nhs-standard-contract-requirements-on-discharge-summaries-and-clinic-letters-and-on-interoperability-of-clinical-it-systems/>
 |
| **Overseas Visitor Charging Guidance** | any guidance issued from time to time by the Secretary of State or by NHS England on the making and recovery of charges under the Overseas Visitor Charging Regulations, including that available at:<https://www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations> and<https://www.england.nhs.uk/publication/improving-systems-for-cost-recovery-for-overseas-visitors/> |
| **Prevent Guidance and Toolkit** | Government guidance on the Prevent duty available at: <https://www.gov.uk/government/publications/prevent-duty-guidance>; and the *Building Partnerships, Staying Safe* guidance and toolkit for healthcare organisations and healthcare workers, available at:<https://www.gov.uk/government/publications/building-partnerships-staying-safe-guidance-for-healthcare-organisations>; and<https://www.gov.uk/government/publications/the-health-sector-contribution-to-hm-government-s-prevent-strategy-guidance-for-healthcare-workers> |
| **Provider Sustainability Fund** | the arrangement described in *NHS Operational Planning and Contracting Guidance 2019/20*, available at:<https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting/> through which NHS Trusts and Foundation Trusts can access non-recurrent funding |
| **Royal College of Psychiatrists Standards** | Standards on the application of section 136 of the Mental Health Act 1983 (England and Wales), published by the Royal College of Psychiatrists at:<https://www.rcpsych.ac.uk/docs/default-source/improving-care/better-mh-policy/college-reports/college-report-cr159.pdf> |
| **Safeguarding Guidance** | *Care and Support Statutory Guidance issued under the Care Act*<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf>*Working Together to Safeguard Children - A guide to inter-agency working to safeguard and promote the welfare of children – statutory guidance*<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>*Working Together: transitional guidance Statutory guidance for Local Safeguarding Children Boards, local authorities, safeguarding partners, child death review partners, and the Child Safeguarding Practice Review Panel*<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>*Safeguarding Vulnerable People in the NHS – Accountability and Assurance Framework*<https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-accountability-assurance-framework.pdf> |
| **Safeguarding Training Guidance** | guidance in relation to safeguarding published by the Department for Education, including *Safeguarding children and young people: roles and competences for health care staff*, available at:<https://www.rcpch.ac.uk/resources/safeguarding-children-young-people-roles-competences-healthcare-staff>and *Adult Safeguarding: Roles and Competencies for Health Care Staff*, available at:<https://www.rcn.org.uk/professional-development/publications/pub-007069> |
| **Staffing Guidance** | any Guidance applicable to the Services in relation to Staff numbers or skill-mix, including the National Quality Board publication *Supporting NHS providers to deliver the right staff, with the right skills, in the right place at the right time*, available at: <https://www.england.nhs.uk/wp-content/uploads/2013/04/nqb-guidance.pdf>, and, for NHS Trusts and NHS Foundation Trusts, the NHS Improvement publication, *Developing Workforce Safeguards*, available at:<https://improvement.nhs.uk/resources/developing-workforce-safeguards/> |
| **Sugar-Sweetened Beverage** | any drink, hot or cold, carbonated or non-carbonated, including milk based drinks and milk substitute drinks such as soya, almond, hemp, oat, hazelnut or rice, which contains more than 20kcal/100ml energy (i.e. is **not** ‘low energy (calorie)’) **and also** has had any sugar added to it as an ingredient (i.e. is **not** ‘no added sugar’).  Products sweetened with a combination of artificial/natural sweeteners and sugars would, if they contain more than 20kcal/100ml energy (i.e. are **not** ‘low energy (calorie)’), fall within this definition.  For the purposes of this definition, added sugars:1. include sugars added to pre-packaged drinks or added to made-to-order drinks (including without limitation sugar syrup, hot chocolate powder, sweetened milk alternatives and whipped cream);
2. do not include sugars naturally occurring in fruit juices, vegetable juices and smoothies;
3. do not include sugars naturally occurring in milk;
4. do not include sugar added by the customer after the point of sale.

Further information on Nutrition Claims Legislation (that provides definitions of ‘low energy (calorie)’ and ‘no added sugar’) is available at: <https://ec.europa.eu/food/safety/labelling_nutrition/claims/nutrition_claims_en>  |
| **SUS** | the Secondary Uses Service, the single, comprehensive repository for healthcare data in England, maintained by NHS Digital, described at <https://digital.nhs.uk/services/secondary-uses-service-sus> |
| **SUS Guidance** | guidance in relation to the use of SUS, available at: <https://digital.nhs.uk/services/secondary-uses-service-sus/secondary-uses-services-sus-guidance> and <https://digital.nhs.uk/services/secondary-uses-service-sus/payment-by-results-guidance> |
| **Transfer of and Discharge from Care Protocols** | the protocols (to include all locally-agreed requirements in respect of information to be provided to the Service User and/or Referrer relating to updates on progress through the care episode, transfer and discharge) set out at Schedule 2J (*Transfer of and Discharge from Care Protocols*) and which must include content based on the *Guide to reducing long hospital stays, available at:* <https://improvement.nhs.uk/documents/2898/Guide_to_reducing_long_hospital_stays_FINAL_v2.pdf> |

**Appendix 1 Part 3: Deleted Defined Terms**

Delete the following defined terms:

|  |
| --- |
| Derogation |
| ISB0160 |
| Key Clinical Data Fields |
| LD Guidance |
| NHS Clinical Classifications Service |
| NHS Information Governance Toolkit |
| NHS Sustainable Development Guidance |
| Primary Care Referred Service |
| SCCI |
| Urgent and Emergency Mental Health Care Pathway for Children and Young People |

**Appendix 2**

**SCHEDULE 2 – THE SERVICES**

**M. Development Plan for Personalised Care**

|  |
| --- |
| *Refer to guidance notes in NHS Standard Contract 2019/20 (Full Length)* |

**Appendix 3**

**SCHEDULE 3 – PAYMENT**

1. **Emergency Care Rule: Agreed Blended Payment Arrangements**

| **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 | Where the Emergency Care Activity Value: |  |
| *<[ ] % of the Value of Planned Activity* | *[ ( ) ]* |
| *>[ ]% - [ ]% of the Value of Planned Activity* | *[ ( ) ]* |
| >[ ]% - <100%\* of the Value of Planned Activity\* (see footnote 3) | (20) |
| >100%\* - [ ]% of the Value of Planned Activity\* (see footnote 4) | 20 |
| *>[ ]% - [ ]% of the Value of Planned Activity* | *[ ]* |
| *>[ ]% of the Value of Planned Activity* | *[ ]* |
| OR Not applicable | OR Not applicable |
| **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 *[INSERT TABLE AS ABOVE FOR EACH ADDITIONAL CCG]*
 |

*For those Commissioners to whom Blended Payment does not apply, as identified in the tables above, the National Tariff Payment System guidance envisages that there will need to be, in some cases, a fixed reduction to payment for emergency acute care for 2019/20 only. This will be set at the value of the 2017/18 outturn adjustments for MRET and emergency readmissions, taken from the autumn 2018 data collection from providers and commissioners. The relevant financial adjustments should be set out, as required, in an additional table below, by Commissioner, with the values then being carried forward to Schedule 3F (Expected Annual Contract Values).*

**Appendix 4**

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards**

| **Ref** | **Operational Standards** | **Threshold** | **Guidance on definition** | **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)*** | ***See RTT Rules Suite and Recording and Reporting FAQs at:***[***https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/***](https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/) | ***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%*** | ***See Diagnostics Definitions and Diagnostics FAQs at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/***](https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/) | ***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*** |
|  | **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/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/) | ***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 at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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*** |
| ***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%*** | ***See Annex F, 2019/20 Planning Guidance at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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%*** | ***See Annex F, 2019/20 Planning Guidance at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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%*** | ***See Annex F, 2019/20 Planning Guidance at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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.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 at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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 at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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 at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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*** |
| ***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%*** | ***See Annex F, 2019/20 Planning Guidance at:***[***https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/***](https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/) | ***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** |  |  |  |  |  |
|  | ***Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes*** | ***Operating standard that 90th centile is no greater than 15 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 15 minutes, £5 per 1,000 Category 1 calls received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 1 (life-threatening) incidents – mean time taken for a response to arrive*** | ***Mean is no greater than 7 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***Issue of a Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***AM*** |
|  | ***Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes*** | ***Operating standard that 90th centile is no greater than 40 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) |  ***For each second by which the Provider’s actual 90th centile performance exceeds 40 minutes, £3.50 per 1,000 Category 2 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive*** | ***Mean is no greater than 18 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***Issue of a Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***AM*** |
|  | ***Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response arriving within 120 minutes*** | ***Operating standard that 90th centile is no greater than 120 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 120 minutes, £2 per 1,000 Category 3 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 4 (less urgent “assess, treat, transport” incidents only) – proportion of incidents resulting in an appropriate response arriving within 180 minutes*** | ***Operating standard that 90th centile is no greater than 180 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 180 minutes, £1 per 1,000 Category 4 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | **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/> | £250 per day per Service User affected | Monthly | ACRMH |
|  | **Cancelled operations** |  |  |  |  |  |
| E.B.S.2  | All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User’s treatment to be funded at the time and hospital of the Service User’s choice | Number of Service Users who are not offered another binding date within 28 days >0 | See Cancelled Operations Guidance and Cancelled Operations FAQ at:<https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-operations/> | Non-payment of costs associated with cancellation and non- payment or reimbursement (as applicable) of re-scheduled episode of care | Monthly | ACR |
|  | **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/***](https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/) | ***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 SC36.38 apply.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **National Quality Requirements**

|  | **National Quality Requirement** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Application** |
| --- | --- | --- | --- | --- | --- | --- |
| E.A.S.4 | Zero tolerance methicillin-resistant *Staphylococcus aureus* | >0 | See Contract Technical Guidance Appendix 3 | £10,000 in respect of each incidence in the relevant month | Monthly | A |
| E.A.S.5 | Minimise rates of Clostridium difficile | [Insert baseline threshold identified for Provider: see Schedule 4F] | See Contract Technical Guidance Appendix 3 | As set out in Schedule 4F, in accordance with applicable Guidance | Annual | A |
| E.B.S.4 | Zerotolerance RTT waits over 52 weeks for incomplete pathways | >0 | See RTT Rules Suite and Recording and Reporting FAQs at:<https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/> | £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*** | ***See Contract Technical Guidance Appendix 3*** | ***£200 per Service User waiting over 30 minutes in the relevant month*** | ***Monthly*** | ***A+E*** |
| ***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*** | ***See Contract Technical Guidance Appendix 3*** | ***£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*** | ***See Contract Technical Guidance Appendix 3*** | ***£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*** | ***See Contract Technical Guidance Appendix 3*** | ***£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*** | ***Waits in A&E not longer than 12 hours*** | ***>0*** | ***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/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/) | ***£1,000 per incidence in the relevant month*** | ***Monthly*** | ***A+E*** |
| E.B.S.6 | No urgent operation should be cancelled for a second time | >0 | See Contract Technical Guidance Appendix 3 | £5,000 per incidence in the relevant month | Monthly | ACR |
|  | ***VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE*** | ***95%*** | ***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> | 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 |
| ***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*** | ***Operating standard of 56%*** | ***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/***](https://www.england.nhs.uk/mental-health/resources/access-waiting-time/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9***  | ***Quarterly*** | ***MH*** |
| ***E.H.1*** | ***Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment*** | ***Operating standard of 75%*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |
| ***E.H.2*** | ***Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*** | ***Operating standard of 95%*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |
|  | ***Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and young adults) across all tumour sites*** | ***Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)*** | ***Service Specification at:***[***https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/***](https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Monthly*** | ***Where both Specialised Services and Cancer apply*** |
|  | ***Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites*** | ***Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)*** | ***Service Specification at:***[***https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/***](https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Monthly*** | ***Where both Specialised Services and Cancer apply*** |
|  | ***Proportion of*** ***Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis*** | ***Operating standard of 90% (based on a sample of 50 Service Users each Quarter)*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A, A&E*** |
|  | ***Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis*** | ***Operating standard of 90% (based on a sample of 50 Service Users each Quarter)*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A*** |

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 SC36.38 apply.

**Appendix 5**

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **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>

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** |
| 1. 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 (*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*)
 | Monthly | [For local agreement] | By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable | **All**  |
| 1. 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:
2. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;
3. details of all requirements satisfied;
4. details of, and reasons for, any failure to meet requirements;
5. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (*Assessment and Treatment for Acute Illness*);
6. 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. | **All****All****All****A****All except 111** |
| 1. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied
 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. NHS Safety Thermometer Report, detailing and analysing:
2. data collected in relation to each relevant NHS Safety Thermometer;
3. trends and progress;
4. 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)** |
| 1. 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** |
| 1. 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** |
| 1. Summary report of all incidents requiring reporting
 | Monthly | [For local agreement] | [For local agreement] | **All** |
| 1. 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** |
| 1. 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

https://digital.nhs.uk/isce/publication/isb1594 | Monthly | As set out in relevant Guidance | As set out in relevant Guidance | **A****A+E****U** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (*Staff*)
 | Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time) | [For local agreement] | [For local agreement] | **All** |
| 1. Report on compliance with the National Workforce Race Equality Standard.
 | Annually | [For local agreement] | [For local agreement] | **All** |
| 1. 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** |
| 1. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 *(Antimicrobial Resistance and Healthcare Associated Infections)*
 | Annually | [For local agreement] | [For local agreement] | **A** |
| 1. 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] |  |

**Appendix 6**

# SCHEDULE 8 –LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

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| --- |
| *Refer to guidance notes in NHS Standard Contract 2019/20 (Full Length)* |