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**NHS Standard Contract 2019/20**

**(Shorter Form)**

**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 (Shorter Form)**

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

Publication Approval Number: 000259

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 Shorter Form**  **[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 shall have the same 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);

**2016/2017 Contract** means the NHS Standard Contract (Shorter Form) 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 (Shorter Form) 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 (Shorter Form) published by NHS England in May 2018 for the years 2017-19;

**2019/20 Contract** means the NHS Standard Contract (Short Form) 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 21 (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 2017-19 (January 2018 edition)Contract is limited in the 2017-19 (January 2018 edition) 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**
   1. The Variations apply with effect from 1 April 2019.

**Particulars**

1. **SCHEDULE 3F (EXPECTED ANNUAL CONTRACT VALUES)**
   1. Underneath "Insert text locally (for one or more Contract Years) or state Not Applicable", insert the following:

*"(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.21.)"*

1. **SCHEDULE 4A (operational standards and national QUALITY REQUIREMENTS)** 
   1. Delete Part A of Schedule 4 (Operational Standards and National Quality Requirements) and replace with the new Part A set out in Appendix 2 of this National Variation Agreement, completed with local content where applicable. Any references to “Application” are to be interpreted as in the 2019/20 Contract.
2. **SCHEDULE 6A (REPORTING REQUIREMENTS)**
   1. Delete Schedule 6A and replace with the new Schedule 6A set out in Appendix 3 of this National Variation Agreement.

**service conditions**

1. **SC3 (SErvice STANDARDS)**
   1. Delete SC3.4B.
2. **SC4 (CO-OPERATION)**
   1. Delete the text in SC4.1 and replace with the following:

|  |  |
| --- | --- |
| 4.1 The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract. The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law and Good Practice, to facilitate the delivery of high quality, co-ordinated and integrated care for Service Users. | **All** |

1. **sc8 (Making every contact count and self care)**
   1. Delete the text in SC8.1 and replace with the following:

| * 1. The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance. 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. | **All** |
| --- | --- |

1. **sc11 (Transfer of and Discharge from Care)**
   1. Add new SC11.4 as follows:

|  |  |
| --- | --- |
| 11.4 The Parties must comply with their 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. | **CHC, CS, MH, ELC** |

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, 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.  The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the appropriate standards. | **All** |

1. **SC28 (INFORMATION REQUIREMENTS)**
   1. Add new SC28.1.8 as follows:

|  |  |
| --- | --- |
| * + 1. use all reasonable endeavours to optimise its performance under the Data Quality Maturity Index and must demonstrate its progress to the Co-ordinating Commissioner on an ongoing basis. | **All** |

1. **SC32 (Safeguarding and Mental Capacity)**
   1. Delete the text in SC32.1 and 32.3 and replace with the following:

|  |  |
| --- | --- |
| 32.1The 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** |
| 32.3The Provider must comply with the requirements and principles in relation to the safeguarding of children, young people and adults, including in relation to deprivation of liberty safeguards and child abuse and sexual exploitation, domestic abuse and female genital mutilation (as relevant to the Services, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Abuse and Exploitation Guidance). | **All** |

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

|  |  |
| --- | --- |
| 36.21 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 first day of each month beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider. | **EACV agreed** |

* 1. In SC36.27 to SC36.28 replace “2018” with “2019” and “2019” with “2020”.
  2. Delete the following text from SC36.35:

"(including without limitation the Withholding and Retention of Payment Provisions)".

* 1. In SC36.38, delete "use all reasonable endeavours to".
  2. Delete SC36.40.

1. **SC38 (Commissioning for Quality and Innovation (CQUIN))**

| **Small-Value Contract**   * 1. If the Commissioners have applied to this Contract 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. Delete the text in GC5.7.3 and replace with the following:

“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; and”

* 1. Delete the text in GC5.7.4 and replace with the following:

“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 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.”

1. **GC9 (Contract Management)**
   1. In GC9.9.2 replace “2018” with “2019” and “2019” with “2020”.
2. **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”.
* “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:

|  |
| --- |
| **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/> |
| **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 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> |
| **Education, Health and Care Needs Assessment** a joint assessment by the relevant professionals of the healthcare and social care needs of a child or young person, required under the Special Educational Needs and Disability Regulations 2014 |
| **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 |
| **IG Guidance for Serious Incidents** NHS Digital’s *Checklist Guidance for Information Governance Serious* *Incidents Requiring Investigation* June 2013, available at:  <https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf> |
| **IPR** inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights |
| **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/> |
| **Mental Health Crisis Care Concordat** a national agreement between services and agencies involved in the care and support of people in crisis, setting out how organisations will work together better to make sure that people get the help they need when they are having a mental health crisis: <http://www.crisiscareconcordat.org.uk/> |
| **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> |
| **NHS Data Security and Protection Toolkit** an online system <https://www.dsptoolkit.nhs.uk/>), 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 |
| **Quality Incentive Scheme Indicator** an indicator or measure of the Provider’s performance in relation a CQUIN Scheme or a Local Incentive Scheme |
| **Quarter** each 3 month period commencing on the Services Commencement Date and “Quarterly” will be construed accordingly |
| **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 <http://www.rcpsych.ac.uk/usefulresources/publications/collegereports/cr/cr159.aspx> |
| **SDIP** a Service Development and Improvement Plan setting out improvements to be made by the Provider to the Services and/or Services Environment, as appended at Schedule 2G (*Other Local Agreements, Policies and Procedures)* |

**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** |
| --- | --- |
| **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:/www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4057270.pdf);   1. *Reviewing the Care Programme Approach* 2006 (a consultation document) Care Services Improvement Partnership Department of Health and Social Care, available at:   [http://webarchive.nationalarchives.gov.uk/+/http://www.dh.gov.uk/en/Consultations/Liveconsultations/DH\_063354](http://webarchive.nationalarchives.gov.uk/+/http:/www.dh.gov.uk/en/Consultations/Liveconsultations/DH_063354); and   1. *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:/www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_083647) |
| **Department of Health and Social Care** | 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) |
| **EPACCS IT System Requirements** | guidance on the implementation of Electronic Palliative Care Co-ordination Systems available at <https://digital.nhs.uk/binaries/content/assets/website-assets/data-collections/epaccsreq.pdf> |
| **EPRR Guidance** | the emergency preparedness, resilience and response guidance published by the Department of Health and Social Care and NHS England from time to time, including:   * 1. *NHS England Emergency Preparedness, Resilience and Response Framework;*   2. *NHS England Core Standards for Emergency Preparedness, Resilience and Response (EPRR); and*   3. *NHS England Business Continuity Management Framework (Service Resilience),*   all available at: <http://www.england.nhs.uk/ourwork/eprr/> |
| **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/> |
| **NHS Identity Guidelines** | NHS Identity policy and guidelines, available at <https://www.england.nhs.uk/nhsidentity/>, and any other Guidance issued from time to time in relation to the NHS Identity |
| **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) |
| **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/ |
| **Overseas Visitor Charging Regulations** | the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available at: <http://www.legislation.gov.uk/uksi/2015/238/contents/made> and <http://www.legislation.gov.uk/uksi/2017/756/contents/made> |
| **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-> |
| **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> |
| **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:

|  |
| --- |
| LD Guidance |
| National Guidance on Learning from Deaths |
| Nationally Contracted Products Programme |
| NHS Clinical Classifications Service |
| NHS Information Governance Toolkit |
| NHS Supply Chain |
| SCCI |

**Appendix 2**

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards** **and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| ***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 for 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*** | ***CS***  ***D*** |
| ***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*** |
|  | 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*** |

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

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

**Appendix 2**

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **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 |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 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] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| **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] |