NHS Standard Contract (Integrated Care Provider) [(fully integrated)] [(partially integrated)] 2019/20 Service Conditions

NHS England and NHS Improvement

NHS Standard Contract (Integrated Care Provider) 2019/20
Service Conditions

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Applies to fully integrated model only
Applies to partially integrated model only

NOT FOR USE FOR COMMISSIONING OF SERVICES EXCEPT WITH THE CONSENT OF NHS ENGLAND OBTAINED VIA THE INTEGRATED SUPPORT AND ASSURANCE PROCESS (ISAP)

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Commented [DS1]: This is the part of the Contract which sets out the nationally-mandated requirements in relation to the services to be provided by, and wider obligations of, the Provider. These comprise:
- Requirements mirroring those in the generic NHS Standard Contract
- Requirements specific to Primary Medical Services, mirroring those in GMS/PMS/APMS contracts where appropriate. For brevity, many of these requirements refer to the relevant provisions of the current PMS Directions. In due course all such provisions will be amended to reflect or refer to the appropriate provisions of forthcoming Directions specific to ICP contracts
- Requirements specific to, and defining, the ICP service model. These requirements are indicated by underlining in this draft.

Commented [DS2]: ie the Provider is to provide core Primary Medical Services for the entire geographical area which is the subject matter of the contract

Commented [DS3]: ie the Provider is to provide core Primary Medical Services for none of that geographical area. (The majority of primary care medical services requirements nevertheless apply, on the assumption that the ICP will be responsible for GP OOH services).

If the Provider is to provide core Primary Medical Services for some of the Contract Area, the text highlighted in blue and green will need to apply, but it will be necessary to distinguish the area/services in respect of which the latter applies.

Conditions will apply to all or only some Service categories, as indicated in the right column using the following abbreviations:

Commented [DS4]: IE where conditions are stated to apply to one or more Service Categories, but not to ALL, those conditions will not appear in contracts if services in that category/categories are not within the scope of the contract in question.

The list of Service Categories here should not be taken as in any way indicating that NHS England is prescribing the services which can, should or must be in scope for any ICP.

All Services	All
Accident and Emergency Services	A+E
Acute Services	A
Cancer Services	CR
Community Services	CS
Continuing Healthcare Services	CHC
Diagnostic, Screening and/or Pathology Services	D
End of Life Care Services	ELC
Mental Health and Learning Disability Services	MH
Radiotherapy Services	R
Urgent Care/Walk-in Centre Services/Minor Injuries Unit	U
Primary Medical Services	PMS
Social Care Services	ASC
Public Health Services	PH

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PROVISION OF SERVICES [AND INTEGRATION ACTIVITIES]		
SC1	**Fundamental Obligations of the Provider and the Commissioners**	
1.1	The Provider must provide the Services to the Population in accordance with: 1.1.1 the Fundamental Standards of Care; and 1.1.2 the Service Specifications as required to meet the clinical[, social care and public health] needs of each member of the Population.	**All**
1.2	In performing its obligations under this Contract, the Provider must have regard to the need to reduce inequalities between members of the Population with respect to their ability to access health services and the outcomes achieved for them from the delivery of health services and must use all reasonable endeavours to support the Commissioners in carrying out their duties under the 2012 Act in that respect.	**All**
1.3	The Provider must perform the Integration Activities in accordance with the requirements set out in Schedule 3A (*Integration Activities*) and in pursuit of the Integration Goals.	**All**
1.4	The Provider must perform all of its obligations under this Contract in accordance with: 1.4.1 the terms of this Contract; and 1.4.2 the Law; and 1.4.3 Good Practice, and must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.	**All**
1.5	The Commissioners must perform all of their obligations under this Contract in accordance with: 1.5.1 the terms of this Contract; and 1.5.2 the Law; and 1.5.3 Good Practice.	**All**
1.6	[In relation to the Healthcare Services and the Public Health Services:]	**All**

Commented [DS5]: See description of the Population at Schedule 2A. The Population may be defined differently for Healthcare Services, and for Public Health and Social Care Services, if necessary.

Commented [DS6]: Service Specifications comprise the commissioner's service requirements and the proposals put forward by the provider (and agreed with the commissioners) as to how it intends to meet those requirements

Commented [DS7]: In this and other provisions which draw distinctions between Healthcare Services, Public Health Services and/or Social Care Services, words in square brackets are to be included or deleted as appropriate to the service scope.

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	1.6.1 the Parties must abide by and promote awareness of the NHS Constitution, including the rights and pledges set out in it; and 1.6.2 the Provider must ensure that all Sub-Contractors and all Staff abide by the NHS Constitution.	
1.7	The Parties must ensure that, in accordance with the Armed Forces Covenant, those in the armed forces, reservists, veterans and their families are not disadvantaged in accessing the [Healthcare] Services.	**All**
1.8	The Provider may, within the scope provided by this Contract, use and allocate its resources and deliver the Services in such a manner as it determines will best serve the needs of the Population, provided that it does not do or fail to do anything which would: 1.8.1 place any Commissioner in breach of any statutory duty in relation to the Population; 1.8.2 render any Commissioner liable to challenge under the Public Contract Regulations 2015 or otherwise; or 1.8.3 constitute an unlawful delegation of any function by any Commissioner.	**All**
1.9	The Provider must, in carrying out its obligations under this Contract, have regard to the views, reports or recommendations shared with it by Local Healthwatch in accordance with section 221(3A) of the 2007 Act.	**All**
SC2	**The Population and the List of Registered Service Users [for Healthcare Services]**	
2.1	The Provider must comply with the requirements of paragraph 7 (*Lists of patients*) of Schedule 3 to the Directions. The List of Registered Service Users is and will remain open.	**PMS**
2.2	The Provider must accept for inclusion on the List of Registered Service Users any individual permanently or temporarily resident in the Contract Area. The provisions of paragraph 13 (*Inclusion in list of patients: armed forces personnel*), 14 (*Inclusion in list of patients: detained persons*) and 15 (*Temporary residents*) of Schedule 3 to the Directions will apply.	**PMS**
2.3	The Provider may accept for inclusion on the List of Registered Service Users any individual not permanently or temporarily resident in the Contract Area, in respect of which the provisions of paragraph 8 of Schedule 3 to the Directions will apply.	**PMS**
2.4	Subject to SC2.5, the Provider must make available to each member of the Population all [Healthcare] Services which are clinically appropriate to meet their individual needs.	**All**

Commented [DS8]: See description and notes at Schedules 2A - C

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2.5	The Provider is not required to offer the Excepted [Healthcare] Services to any member of the Population who is for the time being not permanently or temporarily resident in the Contract Area.	**All**
SC3	**Improving the Health of the Population**	
3.1	The Provider must perform its obligations under this Contract in such a way as to secure continuous improvement in the quality of services provided to the Population in connection with the prevention, diagnosis or treatment of illness, with a view to securing continuous improvement in the treatment outcomes achieved and in the health status of the Population.	**All**
3.2	The Provider must develop and implement strategies to improve the health and wellbeing of the Population. The Provider must: 3.2.1 maintain a documented, current and thorough assessment of the health [and social] care needs of the Population; 3.2.2 work collaboratively with the Commissioners, the Integrated Practices and other providers and agencies to seek to identify and address the underlying influences on health and wellbeing for members of the Population and inequalities in health, wellbeing and outcomes between different sub-groups within the Population; 3.2.3 support the Population to adopt healthy lifestyles, ensuring that Staff use every contact they have with members of the Population as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and tools comprising in Making Every Contact Count Guidance and 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; 3.2.4 where clinically appropriate, provide information and support to Service Users (particularly those with long term conditions) to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing health, wellbeing and care through self-management education, health coaching and peer support, and provide information and support to their Carers or Legal Guardians to assist those Service Users in doing so; 3.2.5 provide the Services and perform the Integration Activities in such a way as to: 3.2.5.1 maximise the extent to which disease and conditions are alleviated or prevented, and to which members of the Population can live healthy lives in their own homes; 3.2.5.2 ensure timely diagnosis of diseases and conditions and prompt access to clinically appropriate treatment and care wherever indicated, making onward referrals as clinically appropriate and in line with agreed referral protocols to other providers of health and social care services commissioned by the Commissioners;	**All**

Commented [DS9]: See Schedule 2C3

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3.2.5.3 minimise unplanned hospital attendances and admissions; and 3.2.6 monitor the cardiovascular and metabolic health of Service Users with severe mental illness, in accordance with: 3.2.6.1 NICE clinical guidance CG178 (*Psychosis and schizophrenia in adults: prevention and management*); and 3.2.6.2 the Lester Tool, and if a need for further treatment or care is indicated, take appropriate action in accordance with this SC3.2 and SC13 (*Unmet Needs*).	
3.3 The Provider must ensure that it has in place information systems and analytical capacity, supported by use of a recognised risk stratification tool and, where appropriate, by data sharing arrangements with other providers of health and social care) which allow it to: 3.3.1 understand the health and care needs of the Population and predict the extent to which members of the Population are at risk of developing different diseases or conditions; 3.3.2 identify unwarranted variations in the delivery, experiences, and outcomes of care; 3.3.3 identify opportunities to improve the quality, equity and efficiency of care; 3.3.4 plan and deliver targeted preventative care interventions that take account of the specific needs of individual members of the Population; 3.3.5 monitor improvements in the experience of care, health outcomes and well-being of members of the Population; and 3.3.6 record levels of Activation among Service Users on an ongoing basis, using a recognised measurement tool.	**All**

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3.4	The Provider must: 3.4.1 implement a local approach to engaging the Population in improving health and wellbeing in accordance with NICE guideline NG44; 3.4.2 use all reasonable endeavours to promote and support voluntary, community-led activities amongst the Population which promote better health and wellbeing and support the provision of the Services and the Integrated Services; 3.4.3 maintain an ongoing, up-to-date directory of those activities, the organisations involved in providing them and the community facilities and resources used to support them; and 3.4.4 make this directory available and publicise it through appropriate means to the Population.	**All**
3.5	The Provider must ensure that the [Healthcare] Services are made available as appropriate to Care Home Residents. The Provider must deliver those [Healthcare] Services, [and] must implement a programme of clinical support for the Care Homes, [and must perform the relevant Integration Activities,] with the objectives of improving the health and care of the Care Home Residents and minimising avoidable admission of Care Home Residents to hospital.	**All**
SC4	**Care Tailored to Individual Needs** **Access to services**	
4.1	The Provider must ensure that it publicises (through Staff, on its website and through other appropriate means) details of the nature and hours of availability of: 4.1.1 Primary Medical Services and urgent care [Healthcare] Services which are intended to function on an open-access basis; and 4.1.2 other relevant open-access urgent care services provided by other health and social care providers commissioned by the Commissioners, with the aim of ensuring that the Population is aware of the purpose of each of those services, and where and when they can be accessed.	**All**
4.2	In delivering Primary Medical Services, the Provider must use all reasonable endeavours to: 4.2.1 offer to each member of the Population the choice of a range of premises, sited at readily-accessible locations throughout the Contract Area [in accordance with the requirements set out in the relevant Service Specifications], at which to receive Primary Medical Services throughout Core Hours;	**All**

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	4.2.2 offer sufficient pre-bookable and same-day appointments (with GPs and/or other clinical Staff as appropriate) during Core Hours to meet the needs of the Population, including during evenings and at weekends as a realistic alternative to appointments between the hours of 8.00am and 6.30pm Monday to Friday; and 4.2.3 provide each week, outside of Core Hours, a minimum of 30 minutes of face-to-face GP appointment capacity per 1,000 members of the Population, but subject to that in relation to Out of Hours Services the provisions of direction 15(1)(a) of the Directions will apply.	
4.3	In delivering [Healthcare] Services other than Primary Medical Services, the Provider must use all reasonable endeavours to provide care and treatment for each Service User from a convenient location as close to that Service User's home as possible. The Provider must ensure that each [Healthcare] Service is available to Service Users at times and on days convenient for them, including during evenings and at weekends where clinically appropriate.	**All**
4.4	The Provider must continually monitor and assess the demand for each [Healthcare] Service by location, time of day and day of the week. At the reasonable request of the Co-ordinating Commissioner, the Provider must provide to the Co-ordinating Commissioner: 4.4.1 details of its rationale for its provision of [Healthcare] Services by location, time of day and day of the week, including details of actual utilisation of [Healthcare] Services and distances travelled by Service Users; and 4.4.2 evidence that the Provider's decisions on the location and availability of the [Healthcare] Services have been informed by engagement with the Population.	**All**
4.5	In delivering the [Healthcare] Services, the Provider must use all reasonable endeavours to offer each Service User clinically appropriate alternatives to face-to-face contact with Staff, using a range of different technologies and ensuring that the technologies selected are suitable for the needs of the individual Service User.	**All**
	Organisation of Care and Communication with Service Users	
4.6	The Provider must:	
	4.6.1 arrange and carry out all necessary steps in a Service User's care and treatment promptly and in a manner consistent with the relevant Service Specifications and Quality Requirements until such point as the Service User can appropriately be discharged in accordance with the Transfer of and Discharge from Care Protocols;	**All**
	4.6.2 ensure that Staff work effectively and efficiently together, providing advice and support to each other across professional and Service boundaries, to manage their interactions with Service Users so as to ensure that they experience co-ordinated, high quality care without unnecessary duplication of process;	**All**

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	4.6.3 use all reasonable endeavours to identify, record, engage with and support Carers;	**All**
	4.6.4 notify the Service User (and, where appropriate, their Carer and/or Legal Guardian) of the results of all investigations and treatments promptly and in a readily understandable, functional, clinically appropriate and cost effective manner;	**All**
	4.6.5 communicate in a readily understandable, functional and timely manner with the Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP, other primary care referrers and other providers about all relevant aspects of the Service User's care and treatment, offering specific support to Service Users on complex treatment pathways;	**All**
	4.6.6 make available to Service Users appropriate written information about the Services in suitable formats (paper and/or web-based), complying at all times with the Accessible Information Standard;	**All**
	4.6.7 provide Service Users (in relation to their own care) and Referrers (in relation to the care of an individual Service User) with clear information in respect of each Service about who to contact if they have questions about their care and how to do so;	**All**
	4.6.8 ensure that there are efficient arrangements in place in respect of each Service for responding promptly and effectively to such questions and that these are publicised to Service Users and Referrers using all appropriate means, including appointment and admission letters and on the Provider's website; and	**All**
	4.6.9 wherever possible, deal with such questions from Service Users itself, and not by advising the Service User to speak to their Referrer.	
	Personalised Care	
4.7	In the performance of their respective obligations under this Contract, the Parties must (where and as applicable to the Services): 4.7.1 give due regard to Guidance on Personalised Care; and 4.7.2 use all reasonable endeavours to implement any Development Plan for Personalised Care.	**All**
4.8	The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner, and must have regard to NICE guideline NG56 (*multi-morbidity clinical assessment and management*).	**All**
4.9	Where required by Guidance, the Provider must develop and agree a Personalised Care Plan with the Service User and/or their Carer or Legal Guardian, and must	**All**

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	provide the Service User and/or their Carer or Legal Guardian (as appropriate) with a copy of that Personalised Care Plan. Each Personalised Care Plan must be developed: 4.9.1 using a multi-disciplinary approach involving Staff from the appropriate professions; and 4.9.2 in association with other relevant providers of health and social care.	
4.10	The Provider must prepare, evaluate, review and audit each Personalised Care Plan on an on-going basis. Any review must involve the Service User and/or their Carer or Legal Guardian (as appropriate).	**All**
4.11	Where appropriate, the Provider must comply with the Care Programme Approach in providing the Services.	**MH**
4.12	Where a Local Authority (whether or not a Commissioner) requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.	**All**
4.13	The Provider must ensure that: 4.13.1 with effect from no later than [ ], any Service User with a long term condition or on a complex care pathway is supported by a named lead clinician and a named Care Co-ordinator; and 4.13.2 with effect from [ ], it has in place, and that Staff implement and comply with, protocols for the care of Service Users with long term conditions. The Provider must be able to demonstrate its compliance with this requirement by audit in relation to each relevant [Healthcare] Service.	**All**
	Integrated Personal Commissioning and Personal Budgets	
4.14	The Parties have agreed and must use all reasonable endeavours to implement the Development Plan for Personalised Care, including the offer to appropriate Service Users and/or their Carers of personal health budgets [and/or personal budgets for social care] or integrated personal budgets.	**All**
	Consent	
4.15	The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.	**All**

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	Patient Choice	
4.16	The Parties must comply with Guidance issued by the Department of Health and Social Care, NHS England and NHS Improvement regarding patients' rights to choice of provider, GP, Consultant, Healthcare Professional or clinical team.	**All**
4.17	The Provider must:	
4.17.1	seek to offer choice to Service Users in relation to where, how and by whom [Healthcare] Services are delivered, wherever and whenever practicable;	**All**
4.17.2	offer to any eligible Service User who requires an Elective Referral in relation to any [Healthcare] Service a choice in respect of first outpatient appointment of any clinically appropriate team led by a named Consultant or, for mental health Services, a named Healthcare Professional (whether or not a Consultant), employed or engaged by the Provider or a Sub-Contractor, or by any other Commissioned Provider of that Service;	**All**
4.17.3	offer to any eligible Service User who requires a referral in relation to any healthcare service (whether or not a [Healthcare] Service) a choice of any clinically appropriate provider commissioned by the Responsible Commissioner (whether via this Contract or otherwise) and named on that Responsible Commissioner's list of qualified providers of that relevant service;	**All**
4.17.4	in relation to Primary Medical Services, comply with the requirements of paragraph 16 (*Patient preference for a particular practitioner*) of Schedule 3 to the Directions; and	**PMS**
4.17.5	make the specified information available to prospective Service Users through the NHS Choices Website, and must in particular use the NHS Choices Website to promote awareness of the [Healthcare] Services among the Population, ensuring the information provided is accurate, up-to-date, and complies with the provider profile policy set out at www.nhs.uk.	**All**
	Accountable GP	
4.18	In delivering Primary Medical Services the Provider must comply with the requirements of paragraph 11 (*Accountable GP*) of Schedule 3 to the Directions.	**PMS**
4.19	In delivering Primary Medical Services the Provider must comply with the requirements of paragraph 12 (*Patients aged 75 years and over: accountable GP*) of Schedule 3 to the Directions.	**PMS**
	Alcohol Dependency Screening	
4.20	In delivering Primary Medical Services the Provider must comply with the requirements of paragraph 9 (*Newly registered patients: alcohol dependency screening*) of Schedule 3 to the Directions.	**PMS**

Commented [DS10]: Note: this requirement may be supplemented in local service specifications to provide for maximum journey times to GP locations etc.

Commented [DS11]: This and other provisions referring to or reflecting the anticipated Directions relating to ICPs and integrated care contracts (the subject of a separate Department of Health Consultation) are indicative only. Wording and cross-references may be amended to reflect the final Directions in due course.

Commented [DS12]: This and other provisions referring to or reflecting the anticipated Directions relating to ICPs and integrated care contracts (the subject of a separate Department of Health and Social Care Consultation) are indicative only. Wording and cross-references may be amended to reflect the final Directions in due course.

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	Frailty	
4.21	In delivering Primary Medical Services the Provider must comply with the requirements of paragraph 10 (*Patients living with frailty*) of Schedule 3 to the Directions.	**PMS**
SC5	**Regulatory Requirements**	
5.1	The Provider must:	**All**
5.1.1	comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body, and with any requirements, standards and recommendations issued from time to time by such a body;	
5.1.2	consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report;	
5.1.3	comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider;	
5.1.4	[in respect of the Healthcare Services,] comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time;	
5.1.5	[in respect of the Healthcare Services,] respond to any reports and recommendations made by Local Healthwatch; and	
5.1.6	[in respect of the Healthcare Services,] meet its obligations under the Law in relation to the production and publication of Quality Accounts.	
SC6	**Service Standards**	
6.1	The Provider must[, in respect of the Healthcare Services]:	**All**
6.1.1	not breach the thresholds in respect of the Operational Standards or National Quality Requirements;	
6.1.2	meet the Local Quality and Outcomes Requirements;	
6.1.3	in the provision of Out of Hours Services, comply with the requirements of direction 15(1)(b) (*Out of hours services*) of the Directions; and	
6.1.4	ensure that Never Events do not occur.	
[6.1A	The Provider must meet the Local Quality and Outcomes Requirements in respect of the Public Health Services and the Social Care Services.]	**ASC/PH**

Commented [DS13]: These may include process (input) measures, service-specific clinical outcomes or measures of patient experience.

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6.2	If a Service User is admitted for acute Elective Care services and the Provider cancels that Service User's operation after admission for non-clinical reasons, the terms of the NHS Constitution Handbook cancelled operations pledge will apply.	**A**
6.3	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.	**A, A&E, CR**
6.4	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 [Healthcare] Services comply in full with Seven Day Service Hospital Priority Clinical Standards.	**A**
6.5	Where the Provider provides maternity Services, it must: 6.5.1 fully implement the Saving Babies' Lives Care Bundle by no later than 31 March 2020 and thereafter comply with it; and 6.5.2 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.	**A, CS**
6.6	In performing its obligations under this Contract, the Provider must have regard to Learning Disability Improvement Standards.	**NHS Trust/FT**
6.7	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.	**MH, MHSS**
6.8	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.	**MH, MHSS**
SC7	**Clinical and Service Governance**	
7.1	The Provider must have an effective System of Clinical and Service Governance and must nominate a member of Staff who will have responsibility for ensuring the effective operation of it. The Provider must co-operate with the Commissioners in the discharge of any obligations of the Commissioners or their accountable officers under section 17 (*Accountable Officers and their responsibilities as to Controlled Drugs*) and section 18 (*Co-operation between Health Bodies and other Organisations*) of the Health Act 2006. In relation to Primary Medical Services the Provider must comply with the requirements of direction 52 (*Clinical governance*) of the Directions.	**All**

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7.2	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.	**All**
7.3	The Provider must continually review and evaluate the [Healthcare] Services, must implement Lessons Learned from those reviews and evaluations, from feedback, complaints, Patient Safety Incidents and Never Events, and from the involvement of the Population, Service Users, Staff, and GPs and other primary care Referrers (including the outcomes of Surveys).	**All**
7.3A	The Provider must implement policies and procedures for reviewing deaths of Service Users whilst under the Provider's care and for engaging with bereaved families and Carers.	**All**
7.3B	The Provider must comply with National Guidance on Learning from Deaths where applicable.	**NHS Trust/FT Providers and Sub-Contractors**
7.4	The Provider must measure, monitor and analyse its performance in relation to the Services and Service Users using one or more appropriate NHS Safety Thermometers and/or appropriate alternative measurement tools as agreed with the Co-ordinating Commissioner, and must use all reasonable endeavours continuously to improve that performance (or, if it is agreed with the Co-ordinating Commissioner that further improvement is not feasible, to maintain that performance).	**A&E, A, CR, CHC, ELC, MH, R**
SC8	**Commissioner Requested Services / Essential Services**	
8.1	The Provider must comply with its obligations under Monitor's Licence in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.	**All**
	OR (IF THE PROVIDER IS AN NHS TRUST)	
8.2	The Provider must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, the Essential Services. The Provider must have and at all times maintain an up-to-date Essential Services Continuity Plan. The Provider must, in consultation with the Co-ordinating Commissioner, implement the Essential Services Continuity Plan as required:	**Essential Services**
	8.2.1 if there is any interruption to or suspension of the Essential Services; or	
	8.2.2 on expiry or early termination of this Contract or of any [Healthcare] Service.	

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SC9	**Staff**	
	Staff Transition and Development Programme	
9.1	<u>The Provider must implement the Staff Transition and Development Programme.</u>	**All**
	General	
9.2	The Provider must, in delivering the Services, at all times deploy Staff with the most appropriate knowledge, skills and experience to meet the needs of the Service User.	**All**
9.3	The Provider must apply the Principles of Good Employment Practice (where applicable) and[, in relation to Staff involved in the delivery or management of the Healthcare Services and/or the Public Health Services,] the staff pledges and responsibilities outlined in the NHS Constitution.	**All**
9.4	The Provider must comply with regulations 18 and 19 of the 2014 Regulations, and without prejudice to that obligation must: 9.4.1 ensure that there are sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Contract; 9.4.2 in determining planned Staff numbers and skill mix for [Healthcare] Services, have regard to applicable Staffing Guidance; 9.4.3 undertake robust quality impact assessments, as required by Staffing Guidance, before making any material changes to Staff numbers, skill-mix or roles; 9.4.4 continually evaluate in respect of each [Healthcare] Service individually and the [Healthcare] Services as a whole: 9.4.4.1 actual numbers and skill mix of clinical Staff on duty against planned numbers and skill mix of clinical Staff on a shift-by-shift basis; and 9.4.4.2 the impact of variations in actual numbers and skill mix of clinical Staff on duty on Service User experience and outcomes, by reference to clinical audit data, NHS Safety Thermometer, data on complaints, Patient Safety Incidents and Never Events and the results of Service User and Staff involvement (including Surveys); 9.4.5 undertake a detailed review of staffing requirements every 12 months to ensure that the Provider remains able to meet the requirements set out in SC9.4.19.4; 9.4.6 report the outcome of each review undertaken under SC9.4.5 to its Governing Body and submit further reports on staffing matters regularly to its Governing Body as required by the Staffing Guidance;	**All**

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	9.4.7 report to the Co-ordinating Commissioner immediately any material concern in relation to the safety of Service Users and/or the quality or outcomes of any Service arising from those reviews and evaluations; 9.4.8 report to the Co-ordinating Commissioner on the outcome of those reviews and evaluations at least once every 12 months, and in any event as soon as practicable and by no later than 20 Operational Days following receipt of written request; 9.4.9 implement Lessons Learned from those reviews and evaluations, and demonstrate at Review Meetings the extent to which improvements to each affected Service have been made as a result; and 9.4.10 make the outcome of those reviews and evaluations and Lessons Learned available to the public by disclosure at public board meetings, publication on the Provider's website or by other means, in each case as approved by the Co-ordinating Commissioner, and in each case at least once every 12 months.	
9.5	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.	**All**
9.6	The Provider must ensure that all Staff: 9.6.1 engaged in the provision of Primary Medical Services are permitted to do so in accordance with the requirements of directions 16 to 19 (*Qualification of performers etc.*) of the Directions; 9.6.2 [engaged in the provision of the Healthcare Services,]if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body; 9.6.3 have the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised (including where appropriate through preceptorship, clinical supervision and rotation arrangements), managerially and professionally; 9.6.4 are covered by the Provider's (and/or by the relevant Sub-Contractor's) Indemnity Arrangements for the provision of the Services; 9.6.5 carry, and where appropriate display, valid and appropriate identification; and 9.6.6 are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public.	**All**

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[9.6A	The Provider and each Sub-Contractor delivering Social Care Services must be registered with the Skills for Care National Minimum Data Set, and must ensure that all Staff involved in the delivery of Social Care Services must complete the Skills for Care – Care Certificate or equivalent. The Provider must ensure that, in addition to general care training, such Staff receive further training specifically targeted to the relevant Service User group and focusing on issues arising in relation to the Social Care Services in question.]	**ASC**
9.7	The Provider must not employ or engage any Medical Practitioner or other healthcare professional (as defined in the Directions) in connection with the provision of Primary Medical Services unless permitted to do so under and otherwise in accordance with directions 20 to 23 (*Terms and conditions for employment and engagement etc.*) of the Directions.	**All**
9.8	The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives: 9.8.1 proper and sufficient induction, continuous professional and personal development, clinical supervision, training and instruction; 9.8.2 full and detailed appraisal (in terms of performance and on-going education and training) using where applicable [(in the case of Healthcare Services)] the Knowledge and Skills Framework or a similar equivalent framework; and 9.8.3 professional leadership appropriate to the Services, each in accordance with Good Practice and the standards of their relevant professional body, if any, and, in relation to clinical supervision for midwives, A-EQUIP Guidance.	**All**
9.8	At the request of the Co-ordinating Commissioner, the Provider must provide details of its analysis of Staff training needs and a summary of Staff training provided and appraisals undertaken.	**All**
9.9	The Provider must cooperate with the LETB and Health Education England in the manner and to the extent they request in planning the provision of, and in providing, education and training for healthcare workers, and must provide them with whatever information they request for such purposes. The Provider must have regard to the HEE Quality Framework. In relation to Primary Medical Services the Provider must comply with direction 55 (*Co-operation with the Secretary of State and Health Education England*) of the Directions.	**All**
9.10	If any Staff are members of the NHS Pension Scheme the Provider must participate and must ensure that any Sub-Contractors participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Authority in accordance with Guidance.	**All**

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9.11A	[If any Staff are members of the Local Government Pension Scheme, the Provider must participate and must ensure that any Sub-Contractors participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the Local Government Pension Scheme is up to date and is provided to the applicable Administering Authority of the Local Government Pension Scheme pension fund in question in accordance with Guidance.]	**ASC/PH**
9.11	The Provider must [in relation to Healthcare Services]:	**All**
9.11.1	appoint one or more Freedom To Speak Up Guardians to fulfil the role set out in and otherwise comply with the requirements of National Guardian's Office Guidance;	
9.11.2	ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position;	
9.11.3	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;	
9.11.4	give due regard to, and comply with all recommendations set out in, Settlement Agreement Guidance;	
9.11.5	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 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	
9.11.6	without prejudice to SC9.11.5, 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:* *(a) prevent or inhibit, or 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*	

Commented [DS14]: Local authorities may have their own policies in relation to whistleblowing etc applicable to ASC and/or PH services. These may be included locally at Schedule 2J as required.

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	(b) *prejudice any right of [the worker] to make disclosures under the Employment Rights Act 1996."*	
	Pre-employment Checks	**All**
9.12	Subject to SC9.14, before the Provider or any Sub-Contractor engages or employs any person in the provision of the Services, or in any activity related to or connected with, the provision of Services, the Provider must, and must ensure that any Sub-Contractor will, at its own cost, comply with: 9.12.1 NHS Employment Check Standards; and 9.12.2 other checks as required by the DBS or which are to be undertaken in accordance with current and future national guidelines and policies.	
9.13	The Provider or any Sub-Contractor may engage a person in an Enhanced DBS Position or a Standard DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Co-ordinating Commissioner and subject to any additional requirement of the Co-ordinating Commissioner for that engagement.	**All**
9.14	[Without prejudice to SC9.12 and SC9.13, all Staff involved in the provision of Social Care Services must be subject to an Enhanced DBS & Barred List Check, which must be renewed no less frequently than every 3 years, and any further Local Authority requirements specified in Schedule 2J (*Other Local Agreements, Policies and Procedures*).]	**ASC**
SC10	**Co-operation**	
10.1	The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract.	**All**
10.2	The Parties must co-operate in accordance with the Law and Good Practice to facilitate the delivery of the Services in accordance with this Contract, having regard at all times to the welfare and rights of Service Users and the Population.	**All**
10.3	The Provider and each Commissioner must, in accordance with Law and Good Practice, co-operate fully and share information with each other and with any other commissioner or provider of health or social care in respect of a Service User in order to: 10.3.1 ensure that a consistently high standard of care for the Service User is maintained at all times; 10.3.2 ensure that high-quality, integrated and co-ordinated care for the Service User is delivered across all pathways spanning more than one provider;	**All**

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	10.3.3 achieve continuity of service that avoids inconvenience to, or risk to the health and safety of, the Service User, employees of the Commissioners or members of the public; and 10.3.4 seek to ensure that the Services and other health and social care services delivered to the Service User are delivered in such a way as to maximise value for public money, optimise allocation of resources and minimise unwarranted variations in quality and outcomes.	
10.4	The Provider must ensure that its provision of any service to any third party does not hinder or adversely affect its delivery of the Services or its performance of this Contract.	**All**
10.5	The Provider and each Commissioner must co-operate with each other and with any third party provider to ensure that, wherever possible, an individual requiring admission to acute inpatient mental health services can be admitted to an acute bed close to their usual place of residence.	**MH**
10.6	In relation to Primary Medical Services the Provider must, where appropriate, comply with the requirements of paragraph 6 (*Duty of co-operation*) of Schedule 3 to the Directions.	**PMS**
10.7	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 13 (*Local System Operating Plan Obligations*).	**All**
10.8	The Provider must use all reasonable endeavours 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.	**CS**
SC11	**Referral and Booking** **Acceptance and Rejection of Referrals [for Healthcare Services]**	
11.1	Subject to SC12 (*Withholding and/or Discontinuation of Service*), the Provider must: 11.1.1 accept any Referral of a Service User made in accordance with the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in any event where necessary for a Service User to	**All**

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	exercise their legal right to choice as set out in the NHS Choice Framework; and 11.1.2 accept any clinically appropriate referral for any [Healthcare] Service of an individual whose Responsible Commissioner (CCG or NHS England) is not a Party to this Contract where necessary for that individual to exercise their legal right to choice as set out in the NHS Choice Framework; and 11.1.3 where it can safely do so, accept a referral or presentation for emergency treatment, within the scope of the [Healthcare] Services, of or by any individual whose Responsible Commissioner is not a Party to this Contract.	
11.2	Any referral or presentation as referred to in SC11.1.2 or SC11.1.3 will not be a Referral under this Contract and the relevant provisions of Who Pays? Guidance will apply in respect of it.	**All**
11.3	The Parties must comply with Care and Treatment Review Guidance in relation to the making and acceptance of Referrals and must ensure that the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties [and/or specified in any prior approval scheme] at all times comply with Care and Treatment Review Guidance. Notwithstanding SC11.1.1, the Provider must not accept any Referral made otherwise than in accordance with Care and Treatment Review Guidance.	**MH**
11.4	The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework or where necessary for that individual to receive emergency treatment.	**All**
	Patient Online Services: Primary Medical Services	
11.5	The Provider must, in respect of Primary Medical Services, comply with the requirements of direction 40 (*Patient online services*) to the Directions.	**PMS**
	Booking of appointments: [[Healthcare] Services other than Primary Medical Services]	**A, CS, D, MH**
11.6	The Provider must describe and publish all acute 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. In relation to all such GP Referred Service: 11.6.1 the Provider must ensure that all such [Healthcare] Services are able to receive Referrals through the NHS e-Referral Service; 11.6.2 the Provider must, in respect of [Healthcare] Services which are Directly Bookable:	

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	11.6.2.1 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; and 11.6.2.2 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; 11.6.3 the Provider must offer clinical advice and guidance to GPs and other primary care Referrers: 11.6.3.1 on potential Referrals, through the NHS e-Referral Service; and/or 11.6.3.2 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; 11.6.4 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; 11.6.5 the Commissioners must use all reasonable endeavours to ensure that all Referrals by GPs and other primary care Referrers are made through the NHS e-Referral Service; and 11.6.6 each Commissioner must take the necessary action, as described in NHS e-Referral Guidance, to ensure that all GP Referred Service are available to their local Referrers within the NHS e-Referral Service.	
11.7	The Provider must ensure that, where a Service User is to be referred by a GP to a service offered by a different provider, that referral is made through the NHS e-Referral Service. The Provider must ensure that all referrals by GPs in Integrated Practices to any [Healthcare] Service or to any service offered by a different provider are made though the NHS e-Referral Service.	**All**
11.8	By no later than 31 March 2020, the Provider must: 11.8.1 describe and publish all mental health 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; and 11.8.2 ensure that all such services are able to receive Referrals through the NHS e-Referral Service.	**A, CS, D, MH**

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	18 Weeks Information	
11.9	In respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies, the Provider must ensure that the confirmation to the Service User of their first outpatient appointment includes the 18 Weeks Information.	**18 Weeks**
	Urgent and Emergency Care Directory of Services	**UEC DoS**
11.10	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.	
11.11	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.	**UEC DoS**
11.12	The Provider must ensure that its UEC DoS Contact: 11.12.1 continually validates UEC DoS entries in relation to the Services to ensure that they are complete, accurate and up to date at all times; and 11.12.2 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**
11.13	The Provider must operate and publish on its website a Local Access Policy complying with the requirements of the Co-ordinating Commissioner.	**18 Weeks**
	Booking of appointments by NHS111 [and other urgent care] Providers	
11.14	The Provider must work in collaboration with providers of NHS111, GP out-of-hours, accident and emergency and other urgent care services to the Population to ensure that those providers are able to book appointments [for both Primary Medical Services and other [Healthcare] Services] on behalf of members of the Population via the Provider's online booking system.	**All**
SC12	**Withholding and/or Discontinuation of Service**	
12.1	The Provider must not withhold a Service or stop providing a Service to any member of the Population if that would be contrary to the Law, Guidance or Good Practice.	**All**
12.2	The Provider must make appropriate arrangements for the timely delivery or resumption of delivery of the relevant Service to a Service User where delivery of that Service has been withheld or suspended as a result of:	**All**
	12.2.1 the Service User displaying abusive, violent or threatening behaviour unacceptable to the Provider (acting reasonably and taking into account the mental health of that Service User); or	**All**

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	12.2.2 the Service User's domiciliary care setting or circumstances posing a level of risk to the Staff engaged in the delivery of the relevant Service in that environment that the Provider reasonably considers to be unacceptable.	**All**
SC13 Unmet Needs		
13.1	If the Provider believes that any member of the Population or a group of people within the Population may have an unmet health or social care need which is beyond the scope of the Services, it must promptly notify the Responsible Commissioner accordingly. The Responsible Commissioner will be responsible for making an assessment to determine any steps required to be taken to meet those needs.	**All**
13.2	If the Provider considers that a Service User or any member of the Population has an immediate need for treatment or care which is within the scope of the Services it must notify the individual, their Carer or Legal Guardian (as appropriate) of that need without delay and must provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the individual. The Provider must notify the individual's GP and/or relevant primary care Referrer as soon as reasonably practicable of the treatment or care provided.	**All**
13.3	If the Provider considers that a Service User has an immediate need for care which is outside the scope of the Services, it must notify the Service User, Carer or Legal Guardian (as appropriate) and the Service User's GP of that need without delay and must co-operate with the Referrer to secure the provision to the Service User of the required treatment or care, acting at all times in the best interests of the Service User. In fulfilling its obligations under this SC13.3, 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).	**All**
13.4	Except as permitted under an applicable Referral protocol, the Provider must not refer to another provider to carry out any non-immediate or routine treatment or care that is not directly related to the condition or complaint which was the subject of the Service User's original Referral or presentation without the agreement of the Service User's GP and/or other relevant primary care Referrer.	**All**
SC14 Public Involvement and Surveys		
14.1	The Provider must actively engage, liaise and communicate with the Population (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and other primary care Referrers, the public and local community and voluntary sector organisations in an open and clear manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.	**All**
14.2	The Provider must at its own cost provide all support and assistance reasonably required by the Commissioners in relation to the performance of their duties under section 14Z2 of the 2006 Act in connection with this Contract, the Services or any reconfiguration of them, and/or the provision or reconfiguration of any other services to the Population.	**All**

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14.3	The Provider must involve the Population (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and other primary care Referrers, the public and local community and voluntary sector organisations when considering and implementing developments to and redesign of Services and the manner in which they are to be delivered and/or to the range of Services to be available to the Population. As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence of that involvement and of its impact.	**All**
14.4	In relation to Primary Medical Services, the Provider must comply with the requirements of direction 11 (*Patient participation*) of the Directions.	**PMS**
14.5	The Provider must give all members of the Population the opportunity to provide feedback about the [Healthcare] Services through the Friends and Family Test, in accordance with direction 53 (*Friends and family test*) of the Directions (in relation to Primary Medical Services) and FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users. The Provider must report the results of completed Friends and Family Tests to NHS England and publish the results of those completed tests in accordance with direction 53 (*Friends and family test*) of the Directions (in relation to Primary Medical Services) and FFT Guidance.	**All**
14.6	The Provider must: 14.6.1 [in relation to the Healthcare Services] carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys; 14.6.2 carry out all other Surveys; and 14.6.3 co-operate with any surveys that the Commissioners (acting reasonably) carry out.	**All**
14.7	The form, frequency and reporting of the Surveys will be as set out in Schedule 7E (*Surveys*) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing and/or required by Law or Guidance from time to time.	**All**
14.8	The Provider must review and provide a written report to the Co-ordinating Commissioner on the results of each Survey. The report must identify any actions reasonably required to be taken by the Provider in response to the Survey. The Provider must implement those actions as soon as practicable. The Provider must publish the outcomes of and actions taken in relation to all Surveys.	**All**
SC15	**Transfer of and Discharge from Care**	
15.1	The Provider must comply with: 15.1.1 the Transfer of and Discharge from Care Protocols;	**All**

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	15.1.2 the 1983 Act;	**MH**
	15.1.3 the 1983 Act Code (including following all procedures specified by or established as a consequence of the 1983 Act Code);	**MH**
	15.1.4 Care and Treatment Review Guidance insofar as it relates to transfer of and discharge from care;	**MH**
	15.1.5 the 2014 Act and the Care and Support (Discharge of Hospital Patients) Regulations 2014; and	**All**
	15.1.6 Transfer and Discharge Guidance and Standards.	**All**
15.2	The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	**All**
15.3	Before the transfer of a Service User to another Service under this Contract and/or before a Transfer of Care or discharge of a Service User, the Provider must liaise as appropriate with any relevant third party health or social care provider, and with the Service User and any Legal Guardian and/or Carer, to prepare and agree a Care Transfer Plan. The Provider must implement the Care Transfer Plan when delivering the further Service, or transferring and/or discharging the Service User, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.	**All**
15.4	A Commissioner may agree a Shared Care Protocol in respect of any clinical pathway with the Provider and representatives of local primary care and other providers. Where there is a Transfer of Care and a Shared Care Protocol is applicable, the Provider must, where the Service User's GP has confirmed willingness to accept the Transfer of Care, initiate and comply with the Shared Care Protocol.	**All**
15.5	When transferring or discharging a Service User from a Service, the Provider must, if required by the relevant Transfer of and Discharge from Care Protocol, issue the Discharge Summary to any relevant third party provider of health or social care within the timescale, and in accordance with any other requirements, set out in that protocol.	**All**
15.6	When transferring or discharging a Service User from an inpatient or day case or accident and emergency Service, the Provider must within 24 hours following that transfer or discharge issue a Discharge Summary to the Service User's GP and/or Referrer and to any relevant third party provider of health or social care, using an applicable Delivery Method. The Provider must ensure that it is at all times able to send and receive Discharge Summaries using the applicable Delivery Method.	**A, A&E, CR, MH**
15.7	When transferring or discharging a Service User from a Service which is not an inpatient or day case or accident and emergency Service, the Provider must, if required by the relevant Transfer of and Discharge from Care Protocol, issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party	**All except A&E**

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	provider within the timescale, and in accordance with any other requirements, set out in that protocol.	
15.8	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 an applicable Delivery Method.	**A, CR, MH**
15.9	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 transmitted via the Delivery Method applicable to communication with GPs.	**All**
15.10	Where a Service User has a clinical need for medication to be supplied on discharge from inpatient or day case care, the Provider must ensure that the Service User will have on discharge an adequate quantity of that medication to last: 15.10.1 for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least 7 days); or 15.10.2 (if shorter) for a period which is clinically appropriate. The Provider must supply that quantity of medication to the Service User itself, except to the extent that the Service User already has an adequate quantity and/or will receive an adequate supply via an existing repeat prescription from the Service User's GP or other primary care provider.	**A, CR, MH**
15.11	Where a Service User has an immediate clinical need for medication to be supplied following outpatient clinic attendance, the Provider must itself supply to the Service User an adequate quantity of that medication to last for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least sufficient to meet the Service User's immediate clinical needs until the Service User's GP receives the relevant Clinic Letter and can prescribe accordingly).	**A, CR, MH**
15.12	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 SC15.4, SC15.10 and/or SC15.11 (as appropriate).	**A, CR, MH**
SC16	**Service User Health Records** **Records Management and Information Technology Systems**	

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16.1	The Provider must create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store, retain and destroy those records in accordance with Data Guidance, Information Governance Alliance Guidance and in any event in accordance with Data Protection Legislation. In relation to Primary Medical Services the Provider must comply with direction 36 (*Patient records*) of the Directions.	**All**
16.2	The Provider must: 16.2.1 if and as so reasonably requested by a Commissioner, whether during or after the Contract Term, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible; and 16.2.2 notwithstanding SC16.2.1, if and as so reasonably requested by a Commissioner at any time following the expiry or termination of this Contract, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner, or to the Commissioner itself, the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	**All**
16.3	The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.	**All**
16.4	<u>In order to deliver the Services effectively and efficiently, the Provider must ensure that Service User Health Records are maintained on electronic systems. The Provider may maintain separate systems for different Services, but it must ensure that, by no later than [ ] its systems:</u> <u>16.4.1 enable all Staff engaged in delivering care or treatment to record updated clinical information about Service Users as soon as it becomes available; and</u> <u>16.4.2 are fully inter-operable across the Services, so that comprehensive, up-to-date information about any Service User in relation to their care or treatment is available electronically at any time to Staff engaged in delivering any part of that care or treatment.</u>	**All**
16.5	<u>The Provider must implement its IT Development Programme.</u>	**All**
16.6	The Provider must ensure that (subject to GC28 (*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.	**All**

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16.7	The Provider must ensure that its information technology systems comply with DCB0160 in relation to clinical risk management.	**All**
	Urgent Care Data Sharing Agreement	
16.8	The Provider must enter into an Urgent Care Data Sharing Agreement with the Commissioners and such other providers of urgent and emergency care services as the Co-ordinating Commissioner may specify, consistent with the requirements of GC28 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) and otherwise on such terms as the Co-ordinating Commissioner may reasonably require.	**A, A&E, U**
	Health and Social Care Network	
16.9	The Provider must, where applicable, collaborate with NHS Digital in taking the necessary steps to procure access to the Health and Social Care Network and must manage transition to the Health and Social Care Network in a timely and efficient manner.	**All**
	Summary Care Record and Summary Care Records Service	
16.10	In relation to Primary Medical Services the Provider must comply with the requirements of direction 37 (*Summary care record*) of the Directions.	**PMS**
16.11	Subject to GC28 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*), the Provider must ensure that all Staff involved in the provision of urgent, emergency and unplanned care are able to view key Service User clinical information from GP records, whether via the Summary Care Records Service or a locally integrated electronic record system supplemented by the Summary Care Records Service.	**All**
	NHS Number	
16.12	Subject to and in accordance with Law (including, in relation to Primary Medical Services, direction 39 (*Clinical correspondence: requirement for NHS number*) of the Directions) and Guidance the Provider must: 16.12.1 ensure that the Service User Health Record includes the Service User's verified NHS Number; 16.12.2 use the NHS Number as the consistent identifier in all clinical correspondence (paper or electronic) and in all information it processes in relation to the Service User;	**All**

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	16.12.3 be able to use the NHS Number to identify all Activity relating to a Service User; and 16.12.4 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.	
16.13	The Commissioners must ensure that each Referrer (except a Service User presenting directly to the Provider for assessment and/or treatment) uses the NHS Number as the consistent identifier in all correspondence in relation to a Referral.	**All**
	Electronic Transfer of Service User Records: Primary Medical Services	
16.14	In relation to the transfer of any Service User Health Records in respect of Primary Medical Services, the Provider must comply with the requirements of direction 38 (*Electronic transfer of patient records*) of the Directions.	**PMS**
SC17	**Equity of Access, Equality and Non-Discrimination**	
17.1	The Parties must not discriminate between or against members of the Population, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law.	**All**
17.2	The Provider must provide appropriate assistance and make reasonable adjustments for members of the Population, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments). The Provider must carry out an annual audit of its compliance with this obligation and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.	**All**
17.3	In performing its obligations under this Contract the Provider must comply with the obligations contained in section 149 of the Equality Act 2010, the Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017 and section 6 of the HRA. If the Provider is not a public authority for the purposes of those sections it must comply with them as if it were.	**All**
17.4	In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan setting out how it will comply with its obligations under SC17.3. If the Provider has already produced such a plan in order to comply with the Law, the Provider may submit that plan to the Co-ordinating Commissioner in order to comply with this SC17.4.	**All**
17.5	The Provider must implement EDS2.	**NHS Trust/FT Providers**

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		and Sub-Contractors
17.6	The Provider must implement the National Workforce Race Equality Standard and submit an annual report to the Co-ordinating Commissioner on its progress in implementing that standard.	**All**
17.7	In accordance with the timescale and guidance to be published by NHS England, the Provider must: 17.7.1 implement the National Workforce Disability Equality Standard; and 17.7.2 report to the Co-ordinating Commissioner on its progress.	**NHS Trust/FT Providers and Sub-Contractors**
SC18	**Other Local Agreements, Policies and Procedures**	
18.1	The Parties must comply with their respective obligations under any Other Local Agreements, Policies and Procedures.	**All**
18.2	If requested by the Co-ordinating Commissioner or the Provider, the Co-ordinating Commissioner or the Provider (as the case may be) must within 5 Operational Days following receipt of the request send or make available to the other copies of any Services guide or other written agreement, policy, procedure or protocol implemented by any Commissioner or the Provider (as applicable).	**All**
18.3	The Co-ordinating Commissioner must notify the Provider and the Provider must notify the Co-ordinating Commissioner of any material changes to any items it has disclosed under SC18.2.	**All**
SC19	**Service Development and Improvement Plan**	
19.1	The Co-ordinating Commissioner and the Provider must agree an SDIP where required by and in accordance with Guidance.	**All**
19.2	The Co-ordinating Commissioner and the Provider may at any time agree an SDIP.	**All**
19.3	Any SDIP must be appended to this Contract at Schedule 7D (*Service Development and Improvement Plans*). The Commissioners and Provider must comply with their respective obligations under any SDIP. The Provider must report performance against any SDIP in accordance with Schedule 7A (*Reporting Requirements*).	**All**
SC20	**Services Environment and Equipment**	
20.1	The Provider must implement its Services Environment Development Programme.	**All**

Commented [DS15]: See Schedule 10A: whether such a plan is required, and what it should cover (eg health estate only, or both health estate and ASC/PH estate, or only elements of either) , is for local determination.

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20.2	The Provider must ensure that the Services Environment and the Equipment: 20.2.1 comply with the Fundamental Standards of Care; 20.2.2 are suitable for the delivery of the Services; and 20.2.3 are sufficient to meet the reasonable needs of Service Users.	**All**
20.3	Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	**All**
20.4	The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.	**All**
20.5	The Provider must comply with the requirements of HBN 00-08 in relation to advertising of legal services.	**NHS Trust/FT Providers and Sub-Contractors**
20.6	Without prejudice to SC20.5, the Provider must not enter into, extend or renew any contractual arrangement under which a Legal Services Provider is permitted to provide, promote, arrange or advertise any legal service to Service Users, their relatives, Carers or Legal Guardians, whether: 20.6.1 at the Provider's Premises (whether or not those premises are set out or identified in a Service Specification); or 20.6.2 on the Provider's website; or 20.6.3 through written material sent by the Provider to Service Users, their relatives, Carers or Legal Guardians, if and to the extent that that legal service would or might relate to or lead to the pursuit of a claim against the Provider, any other provider or any commissioner of NHS services.	**NHS Trust/FT Providers and Sub-Contractors**
20.7	The Provider must use all reasonable endeavours to ensure that no Legal Services Provider makes any unsolicited approach to any Service User or their relatives, Carer or Legal Guardian while at the Provider's Premises.	**NHS Trust/FT Providers and Sub-Contractors**
		A, MH

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20.8	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.	
SC21	**Duty of Candour**	
21.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	**All**
21.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	**All**
21.3	If the Provider fails to comply with any of its obligations under SC21.2 the Co-ordinating Commissioner may: 21.3.1 notify the CQC of that failure; and/or 21.3.2 require the Provider to provide the Relevant Person with a formal, written apology and explanation for that failure, signed by the Provider's chief executive and copied to the relevant Commissioner; and/or 21.3.3 require the Provider to publish details of that failure prominently on the Provider's website.	**All**
21.4	Any action taken or required by the Co-ordinating Commissioner under SC21.3 will be in addition to any consequence applied in accordance with Schedule 5 (*Quality Requirements*).	**All**
SC22	**Complaints and Investigations**	
22.1	The Commissioners and the Provider must each publish, maintain and operate a procedure to deal with any complaints in relation to any matter reasonably connected with the provision of the Services. That procedure must comply with the Fundamental Standards of Care, the Complaints Regulations, the Local Government Act 1974 and other Law and Guidance, as appropriate to the Services.	**All**
22.2	The Provider must: 22.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; an ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution in relation to healthcare services and public health services, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman [or the Local Government Ombudsman (as appropriate)] should they remain unsatisfied with the handling of their complaint by the Provider.	**All**

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22.3	The Provider must co-operate with any investigation of a complaint in relation to any matter reasonably connected to the provision of the Services by the Provider or any Sub-Contractor undertaken by the Commissioners, NHS England, the Health Service Ombudsman, the Local Government Ombudsman and/or a Local Authority and in relation to Primary Medical Services as otherwise required in accordance with direction 51 (*Co-operation with investigations*) of the Directions.	**All**
SC23	**Incidents Requiring Reporting**	
23.1	The Provider must notify deaths, Serious Incidents and other incidents to CQC, and to any relevant Regulatory or Supervisory Body or other official body, in accordance with Good Practice, Law and Guidance.	**All**
23.2	[In relation to the Healthcare Services] The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, and must report all Serious Incidents and Never Events in accordance with the requirements of those Frameworks.	**All**
23.3	The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 7C (*Incidents Requiring Reporting Procedure*) and under Schedule 7A (*Reporting Requirements*).	**All**
23.4	If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule 7C (*Incidents Requiring Reporting Procedure*) and in Schedule 7A (*Reporting Requirements*).	**All**
23.5	The Commissioners will have complete discretion (subject only to the Law) to use the information provided by the Provider under this SC23, Schedule 7C *(Incidents Requiring Reporting Procedure*) and Schedule 7A (*Reporting Requirements*) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.	**All**
SC24	**Safeguarding, Mental Capacity and Prevent**	
24.1	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**

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24.2	The Provider must nominate: 24.2.1 a Safeguarding Lead and/or a named professional for safeguarding children, young people and adults, in accordance with Safeguarding Guidance; 24.2.2 a Child Sexual Abuse and Exploitation Lead; 24.2.3 a Mental Capacity and Deprivation of Liberty Lead; and 24.2.4 a Prevent Lead, and must ensure that the Co-ordinating Commissioner is kept informed at all times of the identity of the persons holding those positions.	**All**
24.3	The 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 sexual abuse and exploitation, domestic abuse and female genital mutilation (as relevant to the Services), set out or referred to in: 24.3.1 the 2014 Act and associated Guidance; 24.3.2 the 2014 Regulations; 24.3.3 the Children Act 1989 and the Children Act 2004 and associated Guidance; 24.3.4 the 2005 Act and associated Guidance; 24.3.5 Safeguarding Guidance; and 24.3.6 Child Sexual Abuse and Exploitation Guidance.	**All**
24.4	The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with: 24.4.1 the Law and Guidance referred to in SC24.3; and 24.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.	**All**
24.5	The Provider must implement comprehensive programmes for safeguarding (including in relation to child sexual abuse and exploitation) and MCA training for all relevant Staff and must have regard to Safeguarding Training Guidance. The Provider must undertake an annual audit of its conduct and completion of those training programmes and of its compliance with the requirements of SC24.1 to SC24.4.	**All**
24.6	At the reasonable written request of the Co-ordinating Commissioner, and by no later than 10 Operational Days following receipt of that request, the Provider must provide evidence to the Co-ordinating Commissioner that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.	**All**

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24.7	If requested by the Co-ordinating Commissioner, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.	**All**
24.8	The Provider must co-operate fully and liaise appropriately with [other] relevant providers of social care services in relation to, and must itself take all reasonable steps towards, the implementation of the Child Protection Information Sharing Project.	**A+E, A, U**
24.9	The Provider must: 24.9.1 include in its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy and the Prevent Guidance and Toolkit; and 24.9.2 include in relevant policies and procedures a programme to raise awareness of the Government Prevent Strategy among Staff and volunteers in line with the NHS England Prevent Training and Competencies Framework; and 24.9.3 include in relevant policies and procedures a WRAP delivery plan that is sufficient resourced with WRAP facilitators.	**All**
SC25	**Emergency Preparedness, Resilience and Response**	
25.1	The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	**All**
25.2	The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 25.2.1 the activation of its Incident Response Plan; 25.2.2 any risk, or any actual disruption, to CRS or Essential Services; and/or 25.2.3 the activation of its Business Continuity Plan.	**All**
25.3	The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under SC25.2.	**All**
25.4	The Provider must at the request of the Co-ordinating Commissioner provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or Public Health England in response to any national, regional or local public health emergency or incident.	**All**
25.5	The right of any Commissioner to: 25.5.1 withhold or retain sums under GC8 (*Contract Management*); and/or	**All**

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	25.5.2 suspend Services under GC22 (*Suspension*), will not apply if the relevant right to withhold, retain or suspend has arisen only as a result of the Provider complying with its obligations under this SC25.	
25.6	The Provider must use its reasonable efforts to minimise the effect of an Incident or Emergency on the [Healthcare] Services and to continue the provision of Elective Care and Non-elective Care notwithstanding the Incident or Emergency. If a Service User is already receiving treatment when the Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not: 25.6.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or 25.6.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.	**A**
25.7	Subject to SC25.6, if the impact of an Incident or Emergency is that the demand for Non-elective Care increases, and the Provider establishes to the satisfaction of the Co-ordinating Commissioner that its ability to provide Elective Care is reduced as a result, Elective Care will be suspended or scaled back as necessary for as long as the Provider's ability to provide it is reduced. The Provider must give the Co-ordinating Commissioner written confirmation every 2 calendar days of the continuing impact of the Incident or Emergency on its ability to provide Elective Care.	**A**
25.8	During or in relation to any suspension or scaling back of Elective Care in accordance with SC25.7: 25.8.1 GC22 (*Suspension*) will not apply to that suspension; 25.8.2 if requested by the Provider, the Commissioners must use their reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care; and 25.8.3 the Provider must continue to provide Non-elective Care (and any related Elective Care), subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Incident or Emergency (using that discretion in accordance with Good Practice).	**A**
25.9	If, despite the Provider complying fully with its obligations under this SC25, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of: 25.9.1 the identity of each Service User who has been transferred and the alternative provider; 25.9.2 the identity of each Service User who has not been but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider;	**A**

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	25.9.3 cancellations and postponements of admission dates; 25.9.4 cancellations and postponements of out-patient appointments; and 25.9.5 other changes in the Provider's list.	
25.10	As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.	**A**
SC26	**Other National Policy Requirements** **Urgent Access to Mental Health Care**	
26.1	The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code, the Royal College of Psychiatrists Standards and the Urgent and Emergency Mental Health Care Pathways.	**A, A&E, MH, U**
26.2	The Parties must co-operate to ensure that individuals under the age of 18 with potential mental health conditions are referred for, and receive, age-appropriate assessment, care and treatment in accordance with the 1983 Act.	**A, A&E, MH, U**
26.3	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requires urgent mental health assessment, care or treatment, that individual is not: 26.3.1 held in police custody in a cell or station; or 26.3.2 admitted to an adult inpatient service (unless this is clinically appropriate in line with the requirements of the 1983 Act); or 26.3.3 admitted to an acute paediatric ward (unless this is required in accordance with NICE guideline CG16 (*Self-harm in over 8s*) or if the individual has an associated physical health or safeguarding need).	**A, A&E, MH, U**
26.4	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requiring urgent mental health assessment, care or treatment attends or is taken to an accident and emergency department: 26.4.1 a full biopsychosocial assessment is undertaken and an appropriate care plan is put in place; and 26.4.2 the individual is not held within the accident and emergency department beyond the point where the actions in SC26.4.1 have been completed.	**A, A&E, MH, U**

	Antimicrobial Resistance and Healthcare Associated Infections	
26.5	The Provider must:	
	26.5.1 comply with the Code of Practice on the Prevention and Control of Infections;	**All**
	26.5.2 in relation to Primary Medical Services, comply with paragraph 5 (*Infection control*) of Schedule 3 to the Directions;	**All**
	26.5.3 have regard to NICE guideline NG15 (*Antimicrobial stewardship: systems and processes for effective antimicrobial medicine use*); and	**All**
	26.5.4 have regard to the Antimicrobial Stewardship Toolkit for English Hospitals.	**A**
26.6	The Provider must ensure that all laboratory services (whether provided directly or under a Sub-Contract) comply with the UK Standard Methods for Investigation.	**All**
26.7	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.	**All**
26.8	The Provider must use all reasonable endeavours, consistent with good practice, to: 26.8.1 minimise its Antibiotic Usage in the first Contract Year; and 26.8.2 reduce its Antibiotic Usage by 1% in each subsequent Contract Year, and must provide an annual report to the Co-ordinating Commissioner on its performance.	**A (NHS Trust/FT only)**
	Assessment and Treatment for Acute Illness	
26.9	The Provider must:	**A**
	26.9.1 comply with Guidance (including NICE Guidance) in relation to venous thromboembolism;	
	26.9.2 perform Root Cause Analysis of all confirmed cases of pulmonary embolism and deep vein thrombosis acquired by Service Users while in hospital (both arising during a current hospital stay and where there is a history of hospital admission within the last 3 months, but not in respect of Service Users admitted to hospital with a confirmed venous thromboembolism but no history of an admission to hospital within the previous 3 months); and	

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	26.9.3 perform local audits of Service Users' risk of venous thromboembolism and of the percentage of Service Users assessed for venous thromboembolism who receive the appropriate prophylaxis, and the Provider must report the results of those Root Cause Analyses and audits to the Co-ordinating Commissioner.	
26.10	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.	**A, AM**
26.11	The Provider must comply with Sepsis Implementation Guidance.	**A**
	Pastoral, Spiritual and Cultural Care	
26.12	The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users.	**All**
26.13	The Provider must have regard to NHS Chaplaincy Guidelines.	**NHS Trust/ FT Providers and Sub-Contractors**
	Sustainable Development	
26.14	In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment.	**All**
26.15	[In relation to premises used for delivery of Healthcare Services,] 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**
26.16	The Provider must, in performing its obligations under this Contract, give due regard to the impact of its expenditure on the community, over and above the direct purchase of goods and services, as envisaged by the Public Services (Social Value) Act 2012.	**All**

	Food Standards	
26.17	The Provider must develop and maintain a food and drink strategy in accordance with the Hospital Food Standards Report.	**A, MH**
26.18	The Provider must have regard to (and where mandatory comply with) Food Standards Guidance, as applicable.	**All**
26.19	When procuring and/or negotiating contractual arrangements through which any potential or existing tenant, sub-tenant, licensee, contractor, concessionaire or agent will be required or permitted to sell food and drink from the Provider's Premises, the Provider must (having taken appropriate public health advice) include in those contractual arrangements terms which require the relevant party to provide and promote healthy eating and drinking options (including outside normal working hours where relevant) and to adopt the full range of mandatory requirements in Government Buying Standards.	**NHS Trust/FT Providers and Sub-Contractors**
	Sales of Sugar-Sweetened Beverages	**NHS Trust/FT**
26.20	The Provider must: 26.20.1 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; and 26.20.2 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.	
	Clinical Networks, National Audit Programmes and Approved Research Studies	**All**
26.21	The Provider must [, in relation to the Healthcare Services]: 26.21.1 participate in the Clinical Networks, programmes and studies listed in Schedule 2I (*Clinical Networks*); 26.21.2 participate in the national clinical audits within the National Clinical Audit and Patient Outcomes Programme relevant to the Services; and 26.21.3 make national clinical audit data available to support national publication of Consultant-level activity and outcome statistics in accordance with HQIP Guidance.	
26.22	The Provider must adhere to all protocols and procedures operated or recommended under the programmes and arrangements referred to in SC26.21, unless in conflict	**All**

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	with existing protocols and procedures agreed between the Parties, in which case the Parties must review all relevant protocols and procedures and try to resolve that conflict.	
26.23	The Provider must put arrangements in place to facilitate recruitment of Service Users and Staff as appropriate into Approved Research Studies.	**All**
26.24	If the Provider chooses to participate in any Commercial Contract Research Study, the Provider must ensure that that participation will be in accordance with the National Directive on Commercial Contract Research Studies, at a price determined by NIHR for each Provider in accordance with the methodology prescribed in the directive and under such other contractual terms and conditions as are set out in the directive.	**All**
26.25	The Provider must comply with HRA/NIHR Research Reporting Guidance, as applicable.	**All**
26.26	The Parties must comply with NHS Treatment Costs Guidance, as applicable.	**All**
	Care of Dying People	
26.27	The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with SCCI 1580 (*Palliative Care Co-ordination: Core Content*) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	**All**
SC27	**Death of a Service User**	
27.1	The Provider must maintain and operate a Death of a Service User Policy.	**All**
27.2	Without prejudice to the requirements of SC23 (*Incidents Requiring Reporting*) and any other requirements for notification elsewhere in the Contract, the Provider must comply with the requirements of paragraph 17 (*Notification of deaths*) of Schedule 3 to the Directions.	**All**
SC28	**Certificates, Assessments and Provision of Information to a Relevant Person**	**A, CR, MH**
28.1	Where a Service User either:	
	28.1.1 is admitted to hospital under the care of a member of the Provider's medical Staff; or	
	28.1.2 is discharged from such care; or	

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	28.1.3 attends 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.	
28.2	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, CHC, CS, MH, ELC**
28.3	In providing Primary Medical Services the Provider must issue to a Service User or their personal representatives any medical certificate of a description prescribed in Schedule 1 to the Directions, as required by and otherwise in accordance with direction 8 (*Certificates*) of the Directions.	**PMS**
28.4	The Provider must, in relation to Primary Medical Services, comply with the requirements of direction 42 (*Provision of information to a medical officer etc*) of the Directions.	**PMS**
SC29	**Prescribing**	
	Prescribing	
29.1	In relation to Primary Medical Services:	**PMS**
	29.1.1 the Provider must comply, and must ensure that its Prescribers, Medical Practitioners and other Staff comply, with the requirements of Part 4 (*Prescribing and dispensing*) of the Directions; and	
	29.1.2 the Provider must comply with the requirements of paragraph 18 (*Notice requirements in respect of relevant* prescribers) of Schedule 3 to the Directions.	
29.2	In relation to Out of Hours Services the Provider must comply, and must ensure that its Prescribers, Medical Practitioners and other Staff comply, with the requirements of Part 5 (*Prescribing and dispensing: out of hours services*) of the Directions.	**PMS**
	Formulary	
29.3	Where any [Healthcare] Service other than Primary Medical Services involves or may involve the prescribing of drugs, the Provider must:	**A, MH, CR, R**

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	29.3.1 ensure that its current Formulary is published and readily available on the Provider's website; 29.3.2 ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and 29.3.3 make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.	
SC30	**Further Miscellaneous Requirements in relation to Primary Medical Services**	
	Telephone Services	
30.1	In relation to Primary Medical Services the Provider must comply with paragraph 1 (*Telephone services*) of Schedule 3 to the Directions.	**PMS**
	Cost of Relevant Calls	
30.2	In relation to Primary Medical Services the Provider must comply with paragraph 2 (*Cost of relevant calls*) of Schedule 3 to the Directions.	**PMS**
	Clinical Reports	
30.3	When and as required by paragraph 3 (*Clinical reports*) of Schedule 3 to the Directions, the Provider must provide a clinical report to NHS England.	**PMS**
	Storage of Vaccines	
30.4	In relation to Primary Medical Services the Provider must comply with paragraph 4 (*Storage of vaccines*) of Schedule 3 to the Directions.	**PMS**
	Inquiries about Prescriptions and Referrals	
30.5	In relation to Primary Medical Services the Provider must comply with the requirements of direction 49 (*Inquiries about prescriptions and referrals*) of the Directions.	**PMS**
	Co-operation with NHS England	
30.6	In relation to Primary Medical Services the Provider must comply with the requirements of direction 54 (*Co-operation with the Board*) of the Directions.	**PMS**
	Where Out of Hours Services are not provided	
30.7	Where the Provider is not required to provide Out of Hours Services under this Contract, the Provider must comply with the requirements of direction 15(2) (*Out of hours services*) of the Directions.	**PMS**

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