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NHS Standard Contract 2020/21

Full Length

National Variation Agreement for existing 2016/17, 2017-19 (November 2016 edition), 2017-19 (January 2018 edition), 2017-19 (May 2018 edition) and 2019/20 full length contracts

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(please do not send national variations to this email address)

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

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

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

**[ ]**

**[ ]**

**[ ]**

**[*Local Authority*]**

**[*NHS England*]**

**AND**

**[ ] (2)**

**AS PROVIDER**

|  |
| --- |
| **NATIONAL VARIATION AGREEMENT****2020/21****in relation to the Contract dated [*insert date of original contract*]****in the form of the Full Length****[NHS STANDARD CONTRACT 2019/20]****[NHS STANDARD CONTRACT 2017-19** **(May 2018 edition)]****[NHS STANDARD CONTRACT 2017-19 (January 2018 edition)]****[NHS STANDARD CONTRACT 2017-19 (November 2016 edition)]****[NHS STANDARD CONTRACT 2016/17] *[select year of original contract]*** |

**THIS NATIONAL VARIATION AGREEMENT is dated [ ] 2020 and made between:**

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

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

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

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

 (the **Commissioners**)

and

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

**WHEREAS**

1. The Commissioners and the Provider entered into a contract dated [*insert date of original 2019/20, 2017-19 (May 2018 edition), 2017-19 (January 2018 edition), 2017-19 (November 2016 edition), or 2016/17 contract*] as varied pursuant to GC13 of that contract (the **Contract**).
2. GC13 of the Contract requires the Parties to vary the Contract to apply National Variations.
3. The Parties wish to vary the Contract in accordance with GC13 so as to bring the Contract into alignment with certain provisions of the NHS Standard Contract 2020/21 published by NHS England.
4. In consideration of their mutual obligations under this National Variation Agreement and the payment by each Party to the other of £1 (receipt of which each Party acknowledges), the Parties have therefore agreed to vary the Contract on the terms set out in this National Variation Agreement.

**IT IS AGREED:**

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

**Contract** has the meaning given to it in Recital A of this National Variation Agreement (and which may be the 2019/20 Contract, 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract, or the 2016/17 Contract);

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

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

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

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

**2019/20 Contract** means the NHS Standard Contract (Full Length) published by NHS England for the years 2019/2020, as subsequently varied in accordance with applicable National Variations;

**2020/21 Contract** means the NHS Standard Contract (Full Length) published by NHS England for the years 2020/21;

**GC** and **SC** mean respectively any General Condition or Service Condition of the applicable 2019/20 Contract, 2017-19 (May 2018 edition) Contract, 2017-19 (January 2018 edition) Contract, 2017-19 (November 2016 edition) Contract or the 2016/17 Contract, as the context requires;

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

**Variations** means the variations set out in clauses 3 to 45 (inclusive) of this National Variation Agreement.

* 1. Except where otherwise expressly identified, all references in this National Variation Agreement to numbered SCs, GCs or Schedules relate to the SCs, GCs and Schedules of the Contract.
	2. Where the application of any content in the 2020/21 Contract is limited in the 2020/21 Contract to certain Service or Provider categories only, the same limitations will apply where that content is added to the Contract by this National Variation Agreement.
1. **Effective Date of VAriations**

The Variations apply with effect from 1 April 2020.

**Particulars**

1. **ServiceS**
	1. Underneath the row "Services commissioned by NHS England” insert the following rows:

|  |
| --- |
| **Co-operation with PCN(s) in service models**  |
| **Enhanced Health in Care Homes** | **YES/NO**  |

1. **quality**
	1. Delete the following row:

|  |  |
| --- | --- |
| **Clostridium difficile Baseline Threshold (Acute Services only)**  | **[ ] or Nil or Not applicable**  |

1. **GOVERNANCE AND REGULATORY**
	1. Change the title of the role “Provider’s Mental Capacity and Deprivation of Liberty Lead” to “Provider’s Mental Capacity and Liberty Protection Safeguards Lead”.
2. **schedule 2aI (service specifications – enhanced health in care homes)**
	1. After Schedule 2A (Service Specifications), insert a new Schedule 2Ai (Service Specifications – Enhanced Health in Care Homes) as set out in Appendix 1.
3. **schedules 4A (operational standards) and 4B (national quality requirements)**
	1. Delete the following Parts of Schedule 4:

Part A: Operational Standards; and

Part B: National Quality Requirements

and replace with the new Parts A and B set out in Appendix 2 of this National Variation Agreement. Any references to “Application” are to be interpreted as in the 2020/21 Contract.

1. **schedule 4F (clostridium difficile)**
	1. Delete Schedule 4F.
2. **schedule 6a (reporting requirements)**
	1. Delete Schedule 6A and replace with the new Schedule 6A set out in Appendix 3 of this National Variation Agreement, completed with local content as applicable.
3. **schedule 6B (data quality improvement plans)**
	1. Delete the table in Schedule 6B and replace with the following, completed with local content as applicable:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Data Quality Indicator** | **Data Quality Threshold** | **Method of Measurement** | **Milestone Date** | **Consequence**  |
| **[Providers of maternity services - improving the accuracy and completeness of Maternity Services Data Set submissions]** |  |  |  |  |
| **Insert text locally**  |  |  |  |  |

1. **schedule 6d (service development and improvement plan)**
	1. Delete the table in Schedule 6D and replace with the following, completed with local content as applicable:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Milestones** | **Timescales** | **Expected Benefit** | **Consequence of Achievement/ Breach** |
| **[Ambulance services – full implementation of SC23.4 and SC23.6]** |  |  |  |  |
| **[Maternity services – Continuity of Carer Standard in accordance with SC3.13.2]** |  |  |  |  |
| **[Mental Health and Mental Health Secure Services – certified training in restrictive practices]** |  |  |  |  |
| **[Elective ophthalmology services – relevant recommendations in Healthcare Safety Investigation Branch’s report on timely monitoring for Service Users with glaucoma]** |  |  |  |  |
| **[Acute services – (with the local Academic Health Sciences Network (AHSN)) take forward implementation of the Transfers of Care Around Medicines (TCAM) initiative]** |  |  |  |  |
| **Insert text locally** |  |  |  | [Subject to GC9 (*Contract Management*)] or [locally agreed] |

1. **Schedule 9 (SYSTEM COLLABORATION AND FINANCIAL MANAGEMENT AGREEMENT)**
	1. Insert a new Schedule 9 (System Collaboration and Financial Management Agreement) as follows, completed with local content as applicable:

|  |
| --- |
| *List here details (date, parties) of any SCFMA to which the Provider and relevant Commissioners are party.****Do not*** *include, attach or embed the SCFMA itself (either here or at Schedule 2G), as that may have the effect of making the SCFMA legally binding as between some or all parties, which is not the intention.**Or state Not Applicable.* |

**service conditions**

1. **sc2 (regulatory requirements)**
	1. Add new SC2.2 and SC2.3 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must comply with all applicable EU Exit Guidance.
 | **All** |
| * 1. The Parties must comply, where applicable, with their respective obligations under, and with recommendations contained in, MedTech Funding Mandate Guidance.
 | **All** |

1. **sc3 (service standards)**
	1. Add “and” after SC3.1.2, delete “and” from the end of SC3.1.3 and delete SC3.1.4.
	2. Amend the applicable Service Category for SC3.2A to “All”.
	3. Delete the text in SC3.2B and replace with the following:

|  |  |
| --- | --- |
| 3.2B For the purposes of SC3.2A, ‘an increase in Referrals’ will include Activity due to an increased use of 999, 111 or any other emergency telephone numbers. | **AM, 111** |

* 1. Delete the text in SC3.3.1 and replace with the following:

|  |  |
| --- | --- |
| * + 1. issue a Contract Performance Notice under GC9.4 (*Contract Management*) in relation to the breach or failure; and/or
 | **All** |

* 1. Delete the text in SC3.4 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must continually review and evaluate the Services, must act on Lessons Learned from those reviews and evaluations, from feedback, complaints, audits, Patient Safety Incidents and Never Events, and from the involvement of Service Users, Staff, GPs and the public (including the outcomes of Surveys), and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result and how these have been communicated to Service Users, their Carers, GPs and the public.
 | **All** |

* 1. Delete the text in SC3.7 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must:
		1. (except as otherwise agreed with the National Medical Examiner), establish and operate a Medical Examiner Office; and
		2. comply with Medical Examiner Guidance as applicable.
 | **A (NHS Trust/FT only)****All** |

* 1. Delete the text in SC3.13 and replace with the following:

|  |  |
| --- | --- |
| 3.13 Where the Provider provides maternity Services, it must:3.13.1 comply with the Saving Babies’ Lives Care Bundle, and3.13.2 use all reasonable endeavours to achieve the Continuity of Carer Standard by 31 March 2021 and demonstrate its progress to the Co-ordinating Commissioner through agreement and implementation of a Service Development and Improvement Plan.  | **A, CS** |

* 1. Delete the text in SC3.15 and replace with the following:

|  |  |
| --- | --- |
| 3.15 Where the Provider provides Services for children and young people with an eating disorder, it must achieve the Access and Waiting Time Standard for Children and Young People with an Eating Disorder by no later than 31 March 2021. | **MH, MHSS** |

1. **sc4 (co-operation)**
	1. Add new SC4.8 to SC4.10 as follows:

|  |  |
| --- | --- |
| * 1. Where the Provider provides community mental health Services for adults and/or older adults, it must use all reasonable endeavours to agree with local Primary Care Networks, by no later than 31 March 2021, arrangements through which delivery of those Services and the delivery of complementary services to the relevant Service Users by members of those Primary Care Networks will be effectively integrated.
 | **MH** |
| * 1. The Provider and the relevant Commissioners are each and must each remain a party to any System Collaboration and Financial Management Agreement, details of which are set out in Schedule 9 (*System Collaboration and Financial Management Agreement*), and must at all times act in good faith and in co-operation with the other parties to it.
 | **NHS Trust/FT** |
| * 1. The Provider must, in co-operation with each Primary Care Network and with each other provider of health or social care services listed in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes*), perform the obligations on its part set out or referred to in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes)* and/or Schedule 2G (*Other Local Agreements, Policies and* Procedures).
 | **Enhanced Health in Care Homes** |

1. **sc6 (choice, referral and booking)**
	1. Delete the text in SC6.1 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Parties must comply with their respective obligations under NHS e-Referral Guidance and Guidance issued by the Department of Health and Social Care, NHS England and NHS Improvement regarding patients’ rights to choice of provider and/or consultant, including the NHS Choice Framework and NHS Managed Choice Guidance.
 | **All except AM, ELC, MHSS, PT** |

* 1. In SC6.5, delete all references to the “NHS Choices Website” and replace with “NHS Website”.
	2. Add new SC6.10 to SC6.12 as follows and renumber subsequent provisions:

|  |  |
| --- | --- |
| * 1. Where a Service User with a learning disability, autism or both is being cared for in an inpatient Service, the Provider must co-operate with the relevant Commissioner to ensure that Care and Treatment Reviews are completed in accordance with the timescales and requirements set out in Care and Treatment Review Guidance.
 | **MH, MHSS** |
| * 1. Where no Care and Treatment Review has been undertaken prior to admission, a Care and Treatment Review must be completed within 28 days of admission where the Service User is an adult and within 14 days of admission where the Service User is aged under 18. Where, due wholly or partly to any act or omission on the part of the Provider, such a Care and Treatment Review is not completed within the applicable timescale, the relevant Commissioner may withhold and retain the sum of £5,000 plus £300 for each additional day until the Care and Treatment Review is completed.
 | **MH, MHSS** |
| * 1. Once a Service User has been admitted, a further Care and Treatment Review must be completed at least every 12 months for adult Service Users in secure settings, at least every six months for adult Service Users in non-secure settings, and at least every three months where the Service User is aged under 18. Where, due wholly or partly to any act or omission on the part of the Provider, such a Care and Treatment Review is not completed within the applicable timescale, the relevant Commissioner may withhold and retain the sum of £300 for each additional day until the Care and Treatment Review is completed.
 | **MH, MHSS** |

* 1. Add new SC6.17 as follows:

|  |  |
| --- | --- |
| * 1. Where it provides Urgent Treatment Centre Services, the Provider must, when updating, developing or procuring any relevant information technology system or software, ensure that that system or software enables direct electronic booking of appointments for Service Users, in those Services, by providers of 111 and IUC Clinical Assessment Services, in accordance with the NHS Digital UEC Booking Standards.
 | **U** |

1. **sc7 (withholding and/or discontinuation of service)**
	1. In SC7.2.3, delete the text after “unacceptable to the Provider”, and insert the following:

“, or behaviour which the Provider determines constitutes discrimination or harassment towards any Staff or other Service User (within the meaning of the Equality Act 2010) (the Provider in each case acting reasonably and taking into account that Service User’s mental health and clinical presentation and any other health conditions which may influence their behaviour);”.

1. **Sc8 (unmet needs, making every contact count and self care)**
	1. Delete the following text from the end of SC8.6:

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

* 1. Add new SC8.7 as follows and renumber subsequent provisions:

|  |  |
| --- | --- |
| * 1. In accordance with the Alcohol and Tobacco Brief Interventions Guidance, the Provider must screen inpatient Service Users for alcohol and tobacco use and, where appropriate, offer brief advice or interventions to Service Users or refer them to alcohol advisory and smoking cessation services provided by the relevant Local Authority, where available.
 | **A, MH, MHSS** |

1. **Sc10 (personalised care)**
	1. Add the following text to the end of SC10.5:

“Where there is any conflict or inconsistency between the Care Programme Approach and Operational Standard E.B.S.3 the Provider must comply with the latter.”

1. **sc11 (Transfer of and Discharge from Care; Communication with GPs)**
	1. Add the following text to the end of SC11.11:

“When supplying medication to a Service User under SC11.9 or SC11.10 and/or when recommending to a Service User’s GP any item to be prescribed for that Service User by that GP following discharge from inpatient care or clinic attendance, the Provider must have regard to Guidance on Prescribing in Primary Care.”

1. **sc13 (Equity of Access, Equality and Non-Discrimination)**
	1. Delete the text from SC13.6 to SC13.8 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must implement and comply with the National Workforce Race Equality Standard and submit an annual report to the Co-ordinating Commissioner on its compliance.
 | **All** |
| * 1. The Provider must work towards the achievement of its bespoke targets for black and ethnic minority representation amongst Staff at Agenda for Change Band 8a and above, as described in the NHS Model Employer Strategy.
 | **NHS Trust/FT** |
| * 1. The Provider must implement and comply with the National Workforce Disability Equality Standard and submit an annual report to the Co-ordinating Commissioner on its compliance.
 | **NHS Trust/FT** |
| * 1. In performing its obligations under this Contract, the Provider must use all reasonable endeavours to support the Commissioners in carrying out their duties under the 2012 Act in respect of the reduction of inequalities in access to health services and in the outcomes achieved from the delivery of health services.
 | **All** |

1. **sc17 (services environment and equipment)**
	1. Add new SC17.8, SC17.9 and SC17.10 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must use reasonable endeavours to ensure that the Provider’s Premises are Smoke-free at all times.
 | **NHS Trust/FT** |
| * 1. The Provider must complete the safety and the patient experience domains of the NHS Premises Assurance Model and submit a report to its Governing Body in accordance with the requirements and timescales set out in the NHS Premises Assurance Model, and make a copy available to the Co-ordinating Commissioner on request.
 | **NHS Trust/FT** |
| * 1. The Provider must comply, where applicable, with NHS Car Parking Guidance, and in particular must use reasonable endeavours to (and with effect from 1 January 2021, must) ensure that any car parking facilities at the Provider’s Premises for Service Users, visitors and Staff are available free of charge to those groups and at those times identified in, and otherwise in accordance with, that guidance.
 | **NHS Trust/FT** |

1. **SC18 (Sustainable Development)**
	1. Delete the text in SC18.2 and SC18.3 and replace with the following SC18.2 to SC18.5:

|  |  |
| --- | --- |
| * 1. The Provider must maintain and deliver a Green Plan, approved by its Governing Body, in accordance with Green Plan Guidance and must provide an annual summary of progress on delivery of that plan to the Co-ordinating Commissioner.
 | **All** |
| * 1. Within its Green Plan the Provider must quantify its environmental impacts and publish in its annual report quantitative progress data, covering as a minimum greenhouse gas emission in tonnes, emissions reduction projections and the way in which those projections will be achieved.
 | **All** |
| * 1. As part of its Green Plan the Provider must have in place clear, detailed plans as to how it will contribute towards a ‘Green NHS’ with regard to NHS Long Term Plan commitments in relation to:
		1. air pollution, and specifically how it will, by no later than 31 March 2021:

18.4.1.1 take action to reduce air pollution from fleet vehicles, transitioning as quickly as reasonably practicable to the exclusive use of low and ultra-low emission vehicles;18.4.1.2 take action to phase out oil and coal for primary heating and replace them with less polluting alternatives;18.4.1.3 develop and operate expenses policies for Staff which promote sustainable travel choices; and18.4.1.4 ensure that any car leasing schemes restrict high-emission vehicles and promote ultra-low emission vehicles;* + 1. climate change, and specifically how it will, by no later than 31 March 2021, take action:

18.4.2.1 to reduce greenhouse gas emissions from the Provider’s Premises in line with targets under the Climate Change Act 2008;18.4.2.2 in accordance with Good Practice, to reduce the carbon impacts from the use, or atmospheric release, of environmentally damaging fluorinated gases used as anaesthetic agents and as propellants in inhalers, including by appropriately reducing the proportion of desflurane to sevoflurane used in surgery to less than 20% by volume, through clinically appropriate prescribing of lower greenhouse gas emitting inhalers, and the appropriate disposal of inhalers; and18.4.2.3 to adapt the Provider’s Premises and the manner in which Services are delivered to mitigate risks associated with climate change and severe weather;* + 1. single use plastic products and waste, and specifically how it will with effect from 1 April 2020 cease use at the Provider’s Premises of single use plastic straws and stirrers unless there is clinical need to do so for medical purposes, as would be permitted by the draft Environmental Protection (Plastic Straws, Cotton Buds and Stirrers) (England) Regulations 2020, if enacted, and by no later than 31 March 2021 take action:

18.4.3.1 to reduce waste and water useage through best practice efficiency standards and adoption of new innovations;18.4.3.2 to reduce avoidable use of single use plastic products, including by signing up to and observing the Plastics Pledge;18.4.3.3 so far as clinically appropriate, to cease use at the Provider’s Premises of single-use plastic cutlery, plates or single-use cups made of expanded polystyrene or oxo-degradable plastics; 18.4.3.4 to reduce the use at the Provider’s Premises of single-use plastic food and beverage containers, cups, covers and lids; and18.4.3.5 to make provision with a view to maximising the rate of return of walking aids for re-use or recycling, and must implement those plans diligently. | **All**  |
| * 1. The Provider must, in performing its obligations under this Contract, give due regard to the potential to secure wider social, economic and environmental benefits for the local community and population in its purchase and specification of products and services, and must discuss and seek to agree with the Co-ordinating Commissioner, and review on an annual basis, which impacts it will prioritise for action.
 | **All** |

1. **Sc19 (Food Standards)**
	1. Delete the text in SC19.1 and SC19.2, replace with the following SC19.1 and renumber subsequent provisions:

|  |  |
| --- | --- |
| * 1. The Provider must comply with NHS Food Standards and must develop and implement a food and drink strategy, setting out how it will ensure that, from retail outlets, vending machines, or catering provision and facilities as appropriate, Service Users, Staff and visitors are offered ready access 24 hours a day to healthy eating and drinking options and that products provided and/or offered for sale meet the requirements set out in NHS Food Standards, including in respect of labelling and portion size.
 | **All** |

1. **sc21 (antimicrobial resistance and healthcare associated infections)**
	1. Delete the text in SC21.4.1 and replace with the following:

“by 2% by 31 March 2021; and”

* 1. Add new SC21.5 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must use all reasonable endeavours to ensure that all frontline Staff in contact with Service Users are vaccinated against influenza.
 | **All** |

1. **SC22 (Assessment and Treatment for Acute Illness)**
	1. Delete the text in SC22.1 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must have regard to Guidance (including NICE Guidance) relating to venous thromboembolism, catheter-acquired urinary tract infections, falls and pressure ulcers, must review and evaluate its implementation of such Guidance and must provide an annual report to the Co-ordinating Commissioner on its performance.
 | **A** |

1. **SC23 (SERVICE user health records)**
	1. In SC23.1, delete the text “Information Governance Alliance Guidance” and replace with “Records Management Code of Practice for Health and Social Care”.
	2. Add new SC23.9 as follows and renumber subsequent provisions:

|  |  |
| --- | --- |
| **Internet First and Code of Conduct**23.9 When updating, developing or procuring any information technology system or software, the Provider must have regard to the NHS Internet First Policy and the Code of Conduct for Data-Driven Health and Care Technology. | **All** |

* 1. Delete the text in SC23.11 and replace with the following:

|  |  |
| --- | --- |
| **Health and Social Care Network**23.11 The Provider must, where applicable, with effect from no later than 31 August 2020, have appropriate access to the Health and Social Care Network and have terminated any remaining N3 services. | **All** |

1. **SC24 (NHS Counter-Fraud and Security Management)**
	1. In SC24.1.2, after “security management issues” delete “, having regard to NHS Security Management Standards”.
2. **SC29 (Managing Activity and Referrals)**
	1. Add the following text to the end of SC29.28:

“In furtherance of this, the Co-ordinating Commissioner and the Provider must agree, for each Contract Year, clinically appropriate local goals consistent with those set out in the Evidence-Based Interventions Policy, for the aggregate number of Category 1 and Category 2 Interventions to be undertaken by the Provider of behalf of all Commissioners.”

1. **SC30 (Emergency Preparedness, Resilience and Response)**
	1. Delete the text in SC30.4 and replace with the following:

|  |  |
| --- | --- |
| The Provider must provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and NHS Improvement and/or Public Health England in response to any national, regional or local public health emergency or incident. | **All** |

* 1. In SC30.6, delete the text “The Provider must use its reasonable efforts” and replace with “The Provider must use reasonable endeavours”.
1. **SC31** (**Force Majeure: Service-specific provisions)**
	1. Delete the text in SC31.1 and SC31.2 and replace with the following:

|  |  |
| --- | --- |
| * 1. Nothing in this Contract will relieve the Provider from its obligations to provide the Services in accordance with this Contract and the Law (including the Civil Contingencies Act 2004) if the Services required relate to an unforeseen event or circumstance including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, floor or earthquake.
 | **AM, 111** |
| * 1. This will not however prevent the Provider from relying upon GC28 (*Force Majeure*) if such event described in SC31.1 is itself an Event of Force Majeure or if the subsequent occurrence of a separate Event of Force Majeure prevents the Provider from delivering those Services.
 | **AM, 111** |

1. **SC32 (Safeguarding children and adults)**
	1. Change the heading of SC32 from “Safeguarding, Mental Capacity and Prevent” to “Safeguarding Children and Adults” and all references to SC32 will be changed accordingly.
	2. Delete the text in SC32.1 to SC32.9 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must ensure that Service Users are protected from abuse, exploitation, radicalisation, serious violence, grooming, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of any such behaviours in accordance with the Law.
 | **All** |
| * 1. The Provider must nominate:
		1. a Safeguarding Lead and/or a named professional for safeguarding children, young people and adults, in accordance with Safeguarding Guidance;
		2. a Child Sexual Abuse and Exploitation Lead;
		3. a Mental Capacity and Liberty Protection Safeguards Lead; and
		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** |
| * 1. 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, child sexual abuse and exploitation, domestic abuse, radicalisation and female genital mutilation (as relevant to the Services) set out or referred to in:
		1. the 2014 Act and associated Guidance;
		2. the 2014 Regulations;
		3. the Children Act 1989 and the Children Act 2004 and associated Guidance;
		4. the 2005 Act and associated Guidance;
		5. the Modern Slavery Act 2015 and associated Guidance;
		6. Safeguarding Guidance;
		7. Child Sexual Abuse and Exploitation Guidance; and
		8. Prevent Guidance.
 | **All** |
| * 1. 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:
		1. the Law and Guidance referred to in SC32.3; and
		2. the local multi-agency policies and any Commissioner safeguarding and MCA requirements.
 | **All** |
| * 1. 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 Intercollegiate Guidance on Safeguarding Training. The Provider must undertake an annual audit of its conduct and completion of those training programmes and of its compliance with the requirements of SC32.1 to 32.4.
 | **All** |
| * 1. 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** |
| * 1. 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** |
| * 1. The Provider must co-operate fully and liaise appropriately with third party providers of social care services as necessary for the effective operation of the Child Protection Information Sharing Project.
 | **A+E, A, AM, U** |
| * 1. The Provider must:
		1. include in its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy and the Prevent Guidance; and
		2. include in relevant policies and procedures a comprehensive 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 Intercollegiate Guidance on Safeguarding Training.
 | **All** |

1. **SC33 (Incidents Requiring Reporting)**
	1. Delete the text in SC33.2 and replace with the following:

|  |  |
| --- | --- |
| * 1. The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, or any framework which replaces them, as applicable, and must report all Serious Incidents and Never Events in accordance with the requirements of the applicable framework. The Provider must ensure that it is able to report Patient Safety Incidents to the National Reporting and Learning System and to any system which replaces it.
 | **All** |

* 1. Insert new SC33.6 and SC33.7 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must have in place arrangements to ensure that it can:

33.6.1 receive National Patient Safety Alerts; and33.6.2 in relation to each National Patient Safety Alert it receives, identify appropriate Staff:33.6.2.1 to coordinate and implement any actions required by the alert within the timescale prescribed; and 33.6.2.2 to confirm and record when those actions have been completed.  | **All** |
| * 1. The Provider must:

33.7.1 by no later than 30 June 2020, designate one or more Patient Safety Specialists; and33.7.2 ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position.  | **All** |

1. **SC36 (Payment Terms)**
	1. Add new SC36.22 as follows:

|  |  |
| --- | --- |
| **Outpatient Care Value** * 1. The Outpatient Care Value, any Local Price for any unit of a relevant Service, and/or any agreed local departure must be agreed in respect of each Commissioner in accordance with the National Tariff and recorded in Schedule 3A (*Local Prices*).
 | **All** |

* 1. Delete the text in SC36.38 and replace with the following:

|  |  |
| --- | --- |
| * 1. If the Provider has agreed with NHS England and NHS Improvement a Financial Improvement Trajectory for the Contract Year 1 April 2020 to 31 March 2021, no repayment will be required to be made, nor any deduction made, in relation to any breach of any threshold which occurs during that Contract Year for which such a Financial Improvement Trajectory has been agreed, in respect of any Operational Standard shown in bold italics in Schedule 4A (*Operational Standards)* or any National Quality Requirement shown in bold italics in Schedule 4B (*National Quality Requirements*).
 | **All** |

1. **SC39 (Procurement of Good and Services)**
	1. In SC39.1, before “Annex A”, insert “, or an innovation or technology listed in the Listed Innovations and Technologies tab,”.
	2. Delete the text in SC39.4 and replace with the following:

|  |  |
| --- | --- |
| 1. If the Provider wishes to place any order for a new standard double-crewed emergency ambulance base vehicle and/or conversion for use in provision of the Services, it must (unless it has received written confirmation, in advance, from the Co-ordinating Commissioner that the Co-ordinating Commissioner has agreed in writing with NHS England and NHS Improvement that the National Ambulance Vehicle Specification need not apply to that order):

39.4.1 ensure that its order specifies that the vehicle and/or conversion must comply with the National Ambulance Vehicle Specification; and 39.4.2 (having received notification from NHS England and NHS Improvement that the National Ambulance Vehicle Supply Agreement is in operation) place its order via and in accordance with the National Ambulance Vehicle Supply Agreement. | **AM (NHS Trust/FT only)** |

**general conditions**

1. **gc5 (Staff)**
	1. Add the following text to the end of GC5.1: “The Provider must develop a plan to implement in full the NHS People Offer, in accordance with the requirements and timetable set out in the NHS People Plan.”
	2. Delete the text in GC5.2.4.2 and replace with the following:
		* 1. the impact of variations in actual numbers and skill mix of clinical Staff on duty on Service User experience and outcomes, by reference to the measures recommended in Staffing Guidance;
	3. Delete the text in GC5.16 to GC5.18 and replace with the following:
	4. If at any time during the term of this Contract a Commissioner, the Provider or any Sub-Contractor intends to employ or engage an individual (unless for a period of 15 days or less in any rolling 90 day period), the relevant Party must (or the Provider must ensure that the Sub-Contractor will):
		1. require that individual to disclose whether, within the period of twelve months ending with the proposed commencement of their employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate), they have received a contractual redundancy payment from an NHS Employer consequent on their redundancy from a post as a Very Senior Manager; and if so
		2. require the individual to identify that NHS Employer;
		3. require that individual to notify the NHS Employer of their conditional offer of employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate);
		4. require that individual either (a) to make arrangements with that NHS Employer to pay to the NHS Employer the Redundancy Repayment (whether or not conditional on an appropriate restoration of reckonable service), or (b) to agree to the inclusion in their terms and conditions of employment or engagement with the Commissioner, the Provider or Sub-Contractor the provisions set out in GC5.16.6 below;
		5. not make any unconditional offer of employment or engagement to the individual without first having received either (a) confirmation from the NHS Employer that binding arrangements are in place with the individual for payment to the NHS Employer of the Redundancy Repayment, or (b) confirmation from the individual of their agreement to the inclusion in their terms and conditions of employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate) of the provisions set out in GC5.16.6; and
		6. unless it has received confirmation from the NHS Employer in accordance with GC5.16.5(a), include (and throughout the term of that individual’s employment or engagement retain) in that individual’s terms and conditions of employment or engagement (as appropriate) the following provisions:

*You have confirmed that you have, within the period of twelve months ending with the commencement of your employment or engagement under this agreement, received a contractual redundancy payment under section 16 of the NHS Terms and Conditions of Service Handbook from an NHS Employer, as defined in Annex A of the Handbook but which for those purposes will include NHS Improvement, being [INSERT NAME OF NHS EMPLOYER] consequent on your redundancy from a post as a Very Senior Manager.*

*As a condition of your employment or engagement under this agreement: you acknowledge and agree that you will repay to that NHS Employer a sum being a proportion of that contractual redundancy payment (****£R****), calculated as follows:*

***£R*** *= (****S*** *x (****A*** *–* ***B****)) – (****C*** *+* ***D****),*

*where:*

***S*** *is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change;*

***A*** *is the number of years used in the calculation of your contractual redundancy payment;*

***B*** *is the number of complete calendar months between the date of termination of your employment by the NHS Employer and the date of commencement of your employment or engagement under this agreement;*

***C*** *is the total statutory redundancy payment that you were entitled to receive on redundancy from that NHS Employer; and*

***D*** *is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,*

***But*** *for the avoidance of doubt you will have no liability to repay any sum if* ***B*** *is greater than or equal to* ***A***

*You consent to our deducting from your net monthly pay or remuneration each month a sum equal to no more than [****X% - for agreement with the individual and the NHS Employer****] of your net monthly pay or remuneration and that we will pay each sum deducted to that NHS Employer as an instalment of the repayment of the sum £****R****, until the sum £****R*** *has been fully repaid.*

*In this provision:*

***Agenda for Change*** *means the single pay system in operation in the NHS, which applies to all directly employed NHS staff with the exception of doctors, dentists and some very senior managers*

***NHS Employer*** *has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook*

***NHS Terms and Conditions of Service Handbook*** *means the handbook of NHS terms and conditions of service published at:* [*http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook*](http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook)

***Very Senior Manager*** *means, whether or not the relevant NHS Employer operates the Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts, an individual as described in paragraph 4 of that framework , whether that individual is engaged under a contract of employment or a contract for services*

5.16A If at any time during the term of this Contract any Commissioner or the Provider engages a management consultancy or other advisory business to provide management, financial, clinical or other advisory services, it must require, as a term of that engagement, that no individual who has received a contractual redundancy payment from an NHS Employer consequent on their redundancy from a post as a Very Senior Manager within the previous twelve months is involved in any way in the provision of those services unless that individual has paid to the NHS Employer the Redundancy Repayment.

* 1. A Commissioner must not, the Provider must not, and the Provider must ensure that any Sub-contractor does not, enter into any arrangement with any individual the effect or intention of which is to circumvent the operation or intent of GC5.16 or 5.16A.
	2. If a Commissioner or the Provider fails to comply with its obligations under GC5.16, 5.16A or 5.17 in respect of any relevant individual, it must pay to the relevant NHS Employer the Redundancy Repayment or the proportion of it which the individual would otherwise have been required to repay.
1. **Gc9 (contract management)**
	1. Delete the text in GC9.26 and replace with the following:
	2. If the Provider has agreed with NHS England and NHS Improvement a Financial Improvement Trajectory for the Contract Year 1 April 2020 to 31 March 2021, no Commissioner may withhold or retain payment under this GC9 (*Contract Management*) or otherwise in respect of any failure to agree a RAP, or to comply with any RAP, in relation to any breach of any threshold which occurs during that Contract Year for which such a Financial Improvement Trajectory has been agreed, in respect of any Operational Standard shown in bold italics in Schedule 4A (*Operational Standards*) or any National Quality Requirement shown in bold italics in Schedule 4B (*National Quality Requirements*).
2. **GC14 (dispute RESOLUTION)**
	1. At GC14.4.1 delete the word “jointly” and after “NHS Trust” add “or an NHS Foundation Trust”.
	2. Delete the text in GC14.8 and GC14.9 and replace with the following:
	3. Where the Commissioners are CCGs and/or NHS England and the Provider is an NHS Trust or NHS Foundation Trust, the Expert will be an independent person with relevant expertise nominated by NHS England and NHS Improvement and deemed appointed by the Parties in Dispute.
	4. Where GC14.8 does not apply:

14.9.1 if the Parties in Dispute have agreed upon the identity of an expert and the expert has confirmed in writing their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert; and

14.9.2 if the Parties in Dispute have not agreed upon an expert, or where that person has not confirmed their willingness to act, then any Party in Dispute may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Parties in Dispute. The other Parties in Dispute may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

1. **gc21 (patient confidentiality, data protection, freedom of information and transparency)**
	1. Add new GC21.23 as follows:

**NHS Data Sharing Principles**

21.23 The Provider must have regard to the NHS Data Sharing Principles.

1. **gc27 (conflicts of interest and transparency on gifts and hospitality)**
	1. Add the following text to the end of GC27.2: “As soon as possible after the end of each Contract Year, the Provider must publish on its website the name and position of any Decision-Making Staff who have neither completed a declaration of interest nor submitted a nil return in respect of that Contract Year, as required of them under Managing Conflicts of Interest in the NHS. In accordance with its general obligation to comply with Data Protection Legislation under GC21.1, the Provider must ensure that an appropriate Privacy Notice is provided to Staff to enable publication of such information.”
2. **general Conditions: Definitions and Interpretation**
	1. Insert the new definitions set out in Part 1 of Appendix 4; amend the definitions set out in Part 2 of Appendix 4; and delete the definitions set out in Part 3 of Appendix 4, as applicable.
3. **Counterparts**

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

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

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

1. **Continuing effect**

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

1. **Governing Law and Jurisdiction**

This National Variation Agreement shall be subject to the provisions of GC39 of the Contract.

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

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

**Appendix 1**

**SCHEDULE 2 – THE SERVICES**

**Ai. Service Specifications – Enhanced Health in Care Homes**

*Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model. Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.*

|  |
| --- |
| 1. **Enhanced Health in Care Homes Requirements**
 |
| **1.1** **Primary Care Networks and other providers with which the Provider must**  **cooperate** [ ] PCN (acting through lead practice [ ]/other) [ ] PCN (acting through lead practice [ ]/other) [other providers]**1.2** **Indicative requirements**

|  |  |
| --- | --- |
| By 31 July 2020, agree the care homes for which it has responsibility with the CCG, and have agreed with the PCN and other providers [listed above] a simple plan about how the service will operate. | YES |
| Work with the PCN and other relevant providers [listed above] to establish, by 30 September 2020, a multidisciplinary team (MDT) to deliver relevant services to the care homes. | YES |
| Work with the PCN to establish, as soon as is practicable, and by no later than 31 March 2021, protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.  | YES |
| From 30 September 2020, participate in and support ‘home rounds’ as agreed with the PCN as part of an MDT. | YES/NO |
| Work with the PCN to establish, by 30 September 2020, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes.Through these arrangements, the MDT will:* aim for the plan to be developed and agreed with each new resident within seven working days of admission to the home and within seven working days of readmission following a hospital episode (unless there is good reason for a different timescale);
* develop plans with the person and/or their carer;
* base plans on the principles and domains of a Comprehensive Geriatric Assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate
* draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals;
* make all reasonable efforts to support delivery of the plan
 | YES/NO |
| From 30 September 2020, work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows. | YES/NO |
| From 30 September 2020, work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27. | YES/NO |

**1.3** **Specific obligations**[*To include details of care homes to be served*] |

**Appendix 2**

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Operational Standards**

| **Ref** | **Operational Standards** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Application** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **RTT waiting times for non-urgent consultant-led treatment** |  |  |  |  |  |
| ***E.B.3*** | ***Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral*** | ***Operating standard of 92% at specialty level (as reported to NHS Digital)*** | ***See RTT Rules Suite and Recording and Reporting FAQs at:***[***https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/***](https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/) | ***Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold*** | ***Monthly*** | ***Services to which 18 Weeks applies*** |
|  | **Diagnostic test waiting times** |  |  |  |  |  |
| ***E.B.4*** | ***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*** | ***Operating standard of no more than 1%*** | ***See Diagnostics Definitions and Diagnostics FAQs at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/***](https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/) | ***Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Monthly*** | ***A******CS******CR******D*** |
|  | **A+E waits** |  |  |  |  |  |
| ***E.B.5*** | ***Percentage of A+E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A+E department*** | ***Operating standard of 95%*** | ***See A+E Attendances and Emergency Admissions Monthly Return Definitions at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/) | ***Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A+E attendances in the relevant month, no further consequence will be applied in respect of the month*** | ***Monthly*** | ***A+E******U*** |
|  | **Cancer waits - 2 week wait** |  |  |  |  |  |
| ***E.B.6*** | ***Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment*** | ***Operating standard of 93%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21*** ***at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold***  | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.7*** | ***Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment*** | ***Operating standard of 93%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
|  | **Cancer waits – 28 / 31 days** |  |  |  |  |  |
| ***E.B.27*** | ***Percentage of Service Users waiting no more than 28 days from urgent referral to receiving a communication of diagnosis for cancer or a ruling out of cancer*** | ***Operating standard of 75%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Issue of a Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.8*** | ***Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers*** | ***Operating standard of 96%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.9*** | ***Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery*** | ***Operating standard of 94%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.10*** | ***Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen*** | ***Operating standard of 98%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.11*** | ***Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy*** | ***Operating standard of 94%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
|  | **Cancer waits – 62 days** |  |  |  |  |  |
| ***E.B.12*** | ***Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer*** | ***Operating standard of 85%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
| ***E.B.13*** | ***Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers*** | ***Operating standard of 90%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance /***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance%20/) | ***Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***A******CR******R*** |
|  | **Ambulance Service Response Times** |  |  |  |  |  |
|  | ***Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes*** | ***Operating standard that 90th centile is no greater than 15 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 15 minutes, £5 per 1,000 Category 1 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 1 (life-threatening) incidents – mean time taken for a response to arrive*** | ***Mean is no greater than 7 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***Issue of a Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***AM*** |
|  | ***Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes*** | ***Operating standard that 90th centile is no greater than 40 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 40 minutes, £3.50 per 1,000 Category 2 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive*** | ***Mean is no greater than 18 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***Issue of a Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***AM*** |
|  | ***Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response arriving within 120 minutes*** | ***Operating standard that 90th centile is no greater than 120 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 120 minutes, £2 per 1,000 Category 3 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | ***Category 4 (less urgent “assess, treat, transport” incidents only) – proportion of incidents resulting in an appropriate response arriving within 180 minutes*** | ***Operating standard that 90th centile is no greater than 180 minutes*** | ***See AQI System Indicator Specification at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/) | ***For each second by which the Provider’s actual 90th centile performance exceeds 180 minutes, £1 per 1,000 Category 4 incidents received in the Quarter*** | ***Quarterly*** | ***AM*** |
|  | **Mixed-sex accommodation breaches** |  |  |  |  |  |
| E.B.S.1 | Mixed-sex accommodation breach | >0 | See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at:<https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/> | £250 per day per Service User affected | Monthly | ACRMH |
|  | **Cancelled operations** |  |  |  |  |  |
| E.B.S.2  | All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User’s treatment to be funded at the time and hospital of the Service User’s choice | Number of Service Users who are not offered another binding date within 28 days >0 | See Cancelled Operations Guidance and Cancelled Operations FAQ at:<https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-operations/> | Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care | Monthly | ACR |
|  | **Mental health** |  |  |  |  |  |
| ***E.B.S.3***  | ***The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care*** | ***Operating standard of 80%*** | ***See Contract Technical Guidance Appendix 3*** | ***Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***MH******Except MH (Specialised Services)*** |

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

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.38 apply.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **National Quality Requirements**

|  | **National Quality Requirement** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Application** |
| --- | --- | --- | --- | --- | --- | --- |
| E.A.S.4 | Zero tolerance methicillin-resistant *Staphylococcus aureus* | >0 | See Contract Technical Guidance Appendix 3 | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Monthly | A |
| E.A.S.5 | Minimise rates of Clostridioides difficile | As published by NHS England and NHS Improvement | See Contract Technical Guidance Appendix 3 |  Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Annual | A (NHS Trust/FT) |
|  | Minimise rates of gram-negative bloodstream infections | As published by NHS England and NHS Improvement | See Contract Technical Guidance Appendix 3 | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Annual | A (NHS Trust/FT) |
| E.B.S.4 | Zerotolerance RTT waits over 52 weeks for incomplete pathways | >0 | See RTT Rules Suite and Recording and Reporting FAQs at:<https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/> | £2,500 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month | Monthly | Services to which 18 Weeks applies |
| ***E.B.S.7a*** | ***All handovers between ambulance and A+E must take place within 15 minutes with none waiting more than 30 minutes*** | ***>0*** | ***See Contract Technical Guidance Appendix 3*** | ***£200 per Service User waiting over 30 minutes in the relevant month*** | ***Monthly*** | ***A+E*** |
| ***E.B.S.7b*** | ***All handovers between ambulance and A+E must take place within 15 minutes with none waiting more than 60 minutes*** | ***>0*** | ***See Contract Technical Guidance Appendix 3*** | ***£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month*** | ***Monthly*** | ***A+E*** |
| ***E.B.S.8a*** | ***Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes*** | ***>0*** | ***See Contract Technical Guidance Appendix 3*** | ***£20 per event where > 30 minutes in the relevant month*** | ***Monthly*** | ***AM*** |
| ***E.B.S.8b*** | ***Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes*** | ***>0*** | ***See Contract Technical Guidance Appendix 3*** | ***£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month*** | ***Monthly*** | ***AM*** |
| ***E.B.S.5*** | ***Waits in A+E not longer than 12 hours*** | ***>0*** | ***See A+E Attendances and Emergency Admissions Monthly Return Definitions at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/***](https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/) | ***£1,000 per incidence in the relevant month*** | ***Monthly*** | ***A+E*** |
| E.B.S.6 | No urgent operation should be cancelled for a second time | >0 | See Contract Technical Guidance Appendix 3 | £5,000 per incidence in the relevant month | Monthly | ACR |
|  | ***VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE*** | ***95%*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A*** |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations | See CQC guidance on Regulation 20 at:<https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour> | Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate | Monthly | All |
| ***E.H.4*** | ***Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care*** | ***Operating standard of 60%*** | ***See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at:*** [***https://www.england.nhs.uk/mental-health/resources/access-waiting-time/***](https://www.england.nhs.uk/mental-health/resources/access-waiting-time/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9***  | ***Quarterly*** | ***MH*** |
| ***E.H.1*** | ***Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment*** | ***Operating standard of 75%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |
| ***E.H.2*** | ***Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*** | ***Operating standard of 95%*** | ***See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:***[***https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***MH*** |
|  | ***Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and young adults) across all tumour sites*** | ***Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)*** | ***Service Specification at:***[***https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/***](https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Monthly*** | ***Where both Specialised Services and Cancer apply*** |
|  | ***Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites*** | ***Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)*** | ***Service Specification at:***[***https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/***](https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/) | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Monthly*** | ***Where both Specialised Services and Cancer apply*** |
|  | ***Proportion of Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis*** | ***Operating standard of 90% (based on a sample of 50 Service Users each Quarter)*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A, A+E*** |
|  | ***Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis*** | ***Operating standard of 90% (based on a sample of 50 Service Users each Quarter)*** | ***See Contract Technical Guidance Appendix 3*** | ***Issue of Contract Performance Notice and subsequent process in accordance with GC9*** | ***Quarterly*** | ***A*** |

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

In respect of the National Quality Requirements shown in ***bold italics,*** the provisions of SC36.38 apply.

**Appendix 3**

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** | **Application** |
| --- | --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |  |
| 1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at <https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections>

where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| 1A. Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements to be published by NHS Digital | As set out in relevant Guidance | As set out in relevant Guidance | Daily | **A+E, U** |
| 1. Patient Reported Outcome Measures (PROMS)

<https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms>  | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance | **All** |
| **National Requirements Reported Locally** |  |  |  |  |
| 1. Activity and Finance Report (*note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31*)
 | Monthly | [For local agreement] | By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable | **All** |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation:
2. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;
3. details of all requirements satisfied;
4. details of, and reasons for, any failure to meet requirements;
5. report on performance against the HCAI Reduction Plan
 | Monthly | [For local agreement] | Within 15 Operational Days of the end of the month to which it relates. | **All****All****All****All except 111** |
| 1. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied
 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. Report on performance in respect of venous thromboembolism, catheter-acquired urinary tract infections, falls and pressure ulcers, in accordance with SC22.1.
 | Annual | [For local agreement] | [For local agreement] | **A** |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints
 | [For local agreement] | [For local agreement] | [For local agreement] | **All** |
| 1. Report against performance of Service Development and Improvement Plan (SDIP)
 | In accordance with relevant SDIP | In accordance with relevant SDIP | In accordance with relevant SDIP | **All** |
| 1. Summary report of all incidents requiring reporting
 | Monthly | [For local agreement] | [For local agreement] | **All** |
| 1. Data Quality Improvement Plan: report of progress against milestones
 | In accordance with relevant DQIP | In accordance with relevant DQIP | In accordance with relevant DQIP | **All** |
| 1. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A+E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification

<https://digital.nhs.uk/isce/publication/isb1594>  | Monthly | As set out in relevant Guidance | As set out in relevant Guidance | **A****A+E****U** |
| 1. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (*Staff*)
 | Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time) | [For local agreement] | [For local agreement] | **All** |
| 1. Report on compliance with the National Workforce Race Equality Standard.
 | Annually | [For local agreement] | [For local agreement] | **All** |
| 1. Report on compliance with the National Workforce Disability Equality Standard.
 | Annually | [For local agreement] | [For local agreement] | **All** |
| 1. Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at

<http://www.england.nhs.uk/nhs-standard-contract/ss-reporting>(where not otherwise required to be submitted as a national requirement reported centrally or locally) | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | As set out at <http://www.england.nhs.uk/nhs-standard-contract/ss-reporting> | **Specialised Services** |
| 1. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 *(Antimicrobial Resistance and Healthcare Associated Infections)*
 | Annually | [For local agreement] | [For local agreement] | **A** |
| 1. Report on progress against Green Plan in accordance with SC18.2
 | Annually | [For local agreement] | [For local agreement] | **All** |
| **Local Requirements Reported Locally** |  |  |  |  |
| **Insert as agreed locally** |  |  | The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement.[Otherwise, for local agreement] |  |

**Appendix 4: Definitions**

**Part 1: New Defined Terms**

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

|  |
| --- |
| **Alcohol and Tobacco Brief Interventions Guidance** the guidance published by Public Health England at:<https://www.gov.uk/government/publications/preventing-ill-health-commissioning-for-quality-and-innovation/guidance-and-information-on-the-preventing-ill-health-cquin-and-wider-cquin-scheme>**Care and Treatment Review** a review of a Service User undertaken in accordance with Care and Treatment Review Guidance, including a Care, Education and Treatment Review for a child or young person**Child Protection Information Sharing Project** a project to improve the way that health and social care services work together across England to protect vulnerable children: <https://digital.nhs.uk/services/child-protection-information-sharing-project> **Code of Conduct for Data-Driven Health and Care Technology** the principles published by DHSC to enable the development and adoption of safe, ethical and effective data-driven health and care technologies, available at: <https://www.gov.uk/government/publications/code-of-conduct-for-data-driven-health-and-care-technology/initial-code-of-conduct-for-data-driven-health-and-care-technology>**Decision-Making Staff** has the meaning given to it in Managing Conflicts of Interest in the NHS**EU Exit Guidance** guidance on preparation for EU exit as may be published by the Government, DHSC or NHS England and NHS Improvement from time to time**Financial Improvement Trajectory** the trajectory for the organisational financial position to be achieved by an NHS Trust or NHS Foundation Trust for each of the financial years 2020/21 to 2023/24, as described in NHS Operational Planning and Contracting Guidance 2020/21 available at: <https://www.england.nhs.uk/operational-planning-and-contracting/> and as agreed with NHS England and NHS Improvement**Green Plan** the plan to be produced and maintained by the Provider in accordance with Green Plan Guidance and SC18 (*Sustainable Development*) (also sometimes referred to as a Sustainable Development Management Plan)**Green Plan Guidance** guidance issued by NHS England and NHS Improvement on the development, content and/implementation of an organisational Green Plan, including *Sustainable Development Management Plan* *(SDMP) Guidance for Health and Social Care Organisations,* available at: <https://www.sduhealth.org.uk/delivery/plan.aspx>**Guidance on Prescribing in Primary Care** NHS England guidance to CCGs to support them to fulfill their duties around appropriate use of prescribing resources, including: <https://www.england.nhs.uk/publication/conditions-for-which-over-the-counter-items-should-not-routinely-be-prescribed-in-primary-care-guidance-for-ccgs/> and<https://www.england.nhs.uk/medicines/items-which-should-not-be-routinely-prescribed/>**Integrated Care System** or **ICS** a collaborative arrangement through which NHS organisations, in partnership with local authorities and others, take collective responsibility for managing resources, delivering NHS standards, and improving the health of the population they serve. See: <https://www.england.nhs.uk/integratedcare/integrated-care-systems/>**Intercollegiate Guidance in Relation to Safeguarding Training** intercollegiate guidance in relation to safeguarding training, including1. *Safeguarding children and young people: roles and competences for health care staff,* available at:

<https://www.rcn.org.uk/clinical-topics/children-and-young-people/safeguarding-children-and-young-people>1. *Looked after children: Knowledge, skills and competences of health care staff*, available at: <https://www.rcn.org.uk/clinical-topics/children-and-young-people/looked-after-children>; and
2. *Adult Safeguarding: Roles and Competencies for Health Care Staff*, available at: <https://www.rcn.org.uk/professional-development/publications/pub-007069>

**IUC Clinical Assessment Service** a telephone-based urgent care clinical assessment service, commissioned to operate in conjunction with 111 services and described in the Integrated Urgent Care Service Specification published by NHS England at: <https://www.england.nhs.uk/wp-content/uploads/2014/06/Integrated-Urgent-Care-Service-Specification.pdf> **Local System Plan** any system-wide strategic or operational plan developed by a Sustainability and Transformation Partnership or Integrated Care System, in accordance with guidance issued by NHS England and NHS Improvement**Medical Examiner Guidance** guidance published by NHS England and NHS Improvement from time to time at: [https://improvement.nhs.uk/resources/establishing-medical-examiner-system-nhs**/**](https://improvement.nhs.uk/resources/establishing-medical-examiner-system-nhs/)**Medical Examiner Office** the function for scrutiny and oversight of deaths not referred to the relevant coroner, described at: [https://improvement.nhs.uk/resources/establishing-medical-examiner-system-nhs**/**](https://improvement.nhs.uk/resources/establishing-medical-examiner-system-nhs/) **MedTech Funding Mandate Guidance** guidance in relation to the adoption of and payment for innovations that are effective, deliver material savings to the NHS, are cost-saving in-year and are affordable to the NHS (consultation details available at: <https://www.england.nhs.uk/aac/what-we-do/what-innovations-do-we-support/>)**Mental Capacity and Liberty Protection Safeguards Lead** the officer of the Provider responsible for advice, support, training and audit to ensure compliance with the 2005 Act, the Deprivation of Liberty Safeguards (and/or, once in effect, the Liberty Protection Safeguards) (where appropriate) and associated codes of practice, identified as such in the Particulars**National Ambulance Vehicle Supply Agreement** the NHS National Agreement for the Supply of Ambulance Base Vehicles, to be notified by NHS England and NHS Improvement, through which the Provider can call off supplies of ambulance base vehicles or the NHS National Agreement for the Supply of Ambulance Vehicle Conversions, to be notified by NHS England and NHS Improvement, through which the Provider can call off supplies of ambulance vehicle conversions, as appropriate**National Medical Examiner** the individual appointed at national level to provide professional and strategic leadership to regional and trust-based medical examiners, as described at:<https://improvement.nhs.uk/resources/establishing-medical-examiner-system-nhs/> **National Patient Safety Alert** a communication on an issue critical to patient safety, issued to relevant providers of NHS-funded healthcare services using the national template and accredited process approved by the National Patient Safety Alerting Committee (as described at: <https://improvement.nhs.uk/resources/national-patient-safety-alerting-committee/>)**National Reporting and Learning System** the central database of patient safety incident reports at: <https://report.nrls.nhs.uk/nrlsreporting/>**NHS Car Parking Guidance** NHS patient, visitor and staff car parking principles, published in October 2015 by DHSC at: <https://www.gov.uk/government/publications/nhs-patient-visitor-and-staff-car-parking-principles/nhs-patient-visitor-and-staff-car-parking-principles>, as revised, supplemented or replaced by further guidance to be published, by spring 2020, by DHSC and/or NHS England and NHS Improvement to support and provide funding for implementation of the Government’s commitment to enabling free parking for certain groups, as set out at: <https://www.gov.uk/government/news/free-hospital-parking-for-thousands-of-patients-staff-and-carers>**NHS Data Sharing Principles** the document which sets out guiding principles and a framework to help the NHS realise benefits for patients and the public where the NHS shares data with researchers, published by DHSC at <https://www.gov.uk/government/publications/creating-the-right-framework-to-realise-the-benefits-of-health-data/creating-the-right-framework-to-realise-the-benefits-for-patients-and-the-nhs-where-data-underpins-innovation>**NHS Digital UTC Booking Standards** the technical standards for information technology systems to enable direct electronic booking of appointments into Urgent Treatment Centre services from 111 services, published by NHS Digital at: <https://developer.nhs.uk/apis/uec-appointments/>**NHS Food Standards** the standards for catering services for Service Users, visitors and Staff set out inthe following publications:1. For patient catering*: 10 key characteristics of good nutritional and hydration care (NHS England)* <https://www.england.nhs.uk/commissioning/nut-hyd/10-key-characteristics/>; *Nutrition and Hydration Digest (British Dietetic Association)*  <https://www.bda.uk.com/uploads/assets/6fa2c242-a626-46b8-bcf7ef74997b6151/NutritionHydrationDigest.pdf>;

*Malnutrition Universal Screening Tool or equivalent (British Association of Parenteral and Enteral Nutrition)* <http://www.bapen.org.uk/pdfs/must/must_full.pdf>;1. For all catering: Government Buying Standards
2. For staff and visitor catering - *Healthier and more sustainable catering guidance – nutrition principles (Public Health England)* <https://www.gov.uk/government/publications/healthier-and-more-sustainable-catering-a-toolkit-for-serving-food-to-adults>

as updated or supplemented by any additional or successor requirements published by NHS England and NHS Improvement**NHS Internet First Policy** the national policy under which all externally accessible health and social care digital services must be securely accessible over the public internet, as further described at: <https://digital.nhs.uk/services/internet-first> **NHS Managed Choice Guidance** guidance relating to the offering of choice of alternative providers to patients at, or as soon as possible after, an 18-week wait (and no later than 26 weeks), to be published by NHS England and NHS Improvement in due course**NHS Model Employer Strategy** *A Model Employer: Increasing black and minority ethnic representation at senior levels across the NHS* available at:<https://www.england.nhs.uk/publication/a-model-employer/> **NHS People Plan** the document to be published by NHS England and NHS Improvement and Health Education England, setting out a five-year national strategy for NHS workforce transformation and workforce growth, including action by local and national bodies to improve the experience of everyone working in the NHS**NHS People Offer** the core standards in relation to the work environment and experience of work for people working in the NHS, to be published in conjunction with the NHS People Plan**NHS Premises Assurance Model** or **PAM** the toolkit which allows NHS Trusts and NHS Foundation Trusts to assess how efficiently they run their estate and facilities, to be published by NHS England and NHS Improvement at: <https://improvement.nhs.uk/resources/nhs-premises-assurance-model/> **NHS Website** <https://www.nhs.uk/> **Outpatient Care Value** the price payable, as determined in accordance with rules 1-3 of section 7.2 of the National Tariff, for the outpatient attendances and advice and guidance services specified in those rules**Patient Safety Specialist** the individual designated by the Provider to provide leadership and visibility and expert support to patient safety in relation to the Services, as described in the NHS Patient Safety Strategy available at <https://improvement.nhs.uk/resources/patient-safety-strategy/> **Plastics Pledge** the NHS single-use plastics reduction campaign pledge: <https://www.engage.england.nhs.uk/survey/dee161d9/>**Prevent Guidance** Government guidance on the Prevent duty (available at: <https://www.gov.uk/government/publications/prevent-duty-guidance>) and on the Channel duty (available at <https://www.gov.uk/government/publications/channel-guidance>)**Records Management Code of Practice for Health and Social Care** guidance on management and retention of records available at:<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>**Smoke-free** no smoking of tobacco or anything which contains tobacco, or smoking of any other substance, or being in possession of lit tobacco or of anything lit which contains tobacco, or being in possession of any other lit substance in a form in which it could be smoked**Sustainability and Transformation Partnership** or **STP** apartnership formed by NHS organisations and local authorities to run services in a more coordinated way, to agree system-wide priorities, and to plan collectively how to improve residents’ day-to-day health. See: <https://www.england.nhs.uk/integratedcare/stps/>**System Collaboration and Financial Management Agreement** an agreement to which all CCGs, NHS Trusts and NHS Foundation Trusts within an ICS or STP, and NHS England as a commissioner of services from those Trusts and NHS Foundation Trusts, are party and which, as a minimum:1. describes the collaborative behaviours expected of the parties to it;
2. requires open book accounting by and financial transparency between parties to it;
3. describes processes for reaching consensus and resolving disputes between the parties to it about how best to use financial and other resources available to the ICS or STP;
4. sets out a mechanism for management of the aggregate financial position of the parties to achieve and maintain the System Financial Improvement Trajectory for the ICS or STP from time to time

**System Financial Improvement Trajectory** the overall system financial improvement trajectory for the relevant financial year for all CCGs, NHS Trusts and NHS Foundation Trusts within an ICS or STP, as agreed with NHS England and NHS Improvement |

**Part 2: Variations to Defined Terms**

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

| **Term:** | **Amended definition or amendment to defined term** |
| --- | --- |
| **Access and Waiting Time Standard for Children and Young People with an Eating Disorder** | guidance on establishing and maintaining a community eating disorder service, published at:<https://www.england.nhs.uk/mental-health/cyp/eating-disorders/>  |
| **Care and Treatment Review Guidance** | the guidance documents for commissioners and providers on Care and Treatment Reviews, and on Care, Education and Treatment Reviews for children and young people, published by NHS England at: <https://www.england.nhs.uk/publication/care-and-treatment-reviews-policy-and-guidance/>  |
| **Commissioner Assignment Methodology Guidance** | detailed technical guidance published by NHS England to enable Providers to allocate the correct commissioner code within specified commissioning data sets for the healthcare activities they provide, available at: <https://www.england.nhs.uk/data-services/commissioning-flows/> |
| **Continuity of Carer Standard** | the requirement in respect of maternity Services for at least 51% of Service Users to receive continuity of carer by March 2021, as described in *Measuring Continuity of Carer: a Monitoring and Evaluation Framework*, published by the Royal College of Midwives, available at:<https://www.rcm.org.uk/promoting/professional-practice/continuity-of-carer/> |
| **Data Landing Portal** | the secure and confidential portal hosted by NHS Digital for the receipt of electronic submissions of local patient-level datasets from providers, available at: <https://digital.nhs.uk/services/data-landing-portal> |
| **EPRR Guidance** | the emergency preparedness, resilience and response guidance published by NHS England and NHS Improvement, including:* 1. *NHS Emergency Preparedness, Resilience and Response Framework;*
	2. *NHS Core Standards for Emergency Preparedness, Resilience and Response (EPRR); and*
	3. *Guidance relating to COVID-19*

available at: <http://www.england.nhs.uk/ourwork/eprr/> |
| **FFT Guidance** | the NHS Friends and Family Test Implementation Guidance available at: <https://www.england.nhs.uk/fft/fft-guidance/revised-fft-guidance/> |
| **Health and Social Care Network** | the new data network for health and care organisations (replacing the previous N3 arrangements) under which providers are able to obtain network connectivity from multiple suppliers in a competitive market place, described further at:<https://digital.nhs.uk/services/health-and-social-care-network> |
| **HRA/NIHR Research Reporting Guidance** | the guidance published by the Health Research Authority and the National Institute for Health Research regarding publication by any Provider of data showing the progress of research studies in which that Provider is participating, available at:<https://www.nihr.ac.uk/researchers/manage-your-funding/manage-your-project/reporting-impact.htm> |
| **National Ambulance Vehicle Specification** | the national specification for emergency ambulance vehicles to be used in the provision of NHS-funded services, published by NHS England and NHS Improvement at:<https://improvement.nhs.uk/resources/2019-20-standard-ambulance-vehicle-specification/> |
| **Local Security Management Specialist** | the local security management specialist appointed by the Commissioner or the Provider (as appropriate) |
| **National Clinical Audit and Patient Outcomes Programme** | a set of centrally commissioned national clinical audits that measure Provider performance against national quality standards or evidence-based best practice, and allows comparisons to be made between provider organisations to improve the quality and outcomes of care: <https://www.hqip.org.uk/national-programmes/#.XfkmCqq7JJU>  |
| **NHS Care Records Guarantee** | the publication setting out the rules that govern how patient information is used in the NHS and what control the patient can have over this, available here:[https://webarchive.nationalarchives.gov.uk/20130513181153/http://www.nigb.nhs.uk/pubs/nhscrg.pdf](https://webarchive.nationalarchives.gov.uk/20130513181153/http%3A/www.nigb.nhs.uk/pubs/nhscrg.pdf) |
| **NHS Choice Framework** | the framework which sets out the choices available to individuals in respect of their health care, published by DHSC at: <https://www.gov.uk/government/publications/the-nhs-choice-framework> |
| **NHS Data Security and Protection Toolkit** | an online system which allows NHS Bodies and non-NHS providers of NHS-funded services to assess their compliance with GDPR and with the National Data Guardian’s Data Security Standards, available at:<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit>  |
| **NHS Employer** | has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook but, for the purposes of GC5.16 and GC5.16A includes NHS Improvement |
| **NHS England Prevent Training and Competencies Framework** | the framework available at: <https://www.england.nhs.uk/publication/prevent-training-and-competencies-framework/>  |
| **Provider’s Premises** | land and buildings controlled or used by the Provider for any purpose connected directly or indirectly with the provision of the Services (whether or not set out or identified in a Service Specification and whether or not open to Service Users, Staff, visitors and/or the public), including entrances, waiting areas, retail and catering areas, roads, access ways, paths, car parks and landscaping |
| **Redundancy Repayment** | the sum £R, calculated as follows:**£R** = (**S** x (**A** – **B**)) – (**C** + **D**),where:**S** is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change**A** is the number of years used in the calculation of the contractual redundancy payment; **B** is the number of complete calendar months between the date of termination of the individual’s employment by the NHS Employer and the date of commencement of their employment or engagement with the Provider or Sub-Contractor or consultancy; **C** is the total statutory redundancy payment that the individual was were entitled to receive on redundancy from the NHS Employer; and**D** is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,**But** for the avoidance of doubt the individual will have no liability to repay any sum if **B** is greater than or equal to **A** |
| **Safeguarding Guidance** | (i) *Care and Support Statutory Guidance issued under the Care Act* <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf>(ii) *Working Together to Safeguard Children - A guide to inter-agency working to safeguard and promote the welfare of children – statutory guidance* <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>(iii) *Working Together: transitional guidance Statutory guidance for Local Safeguarding Children Boards, local authorities, safeguarding partners, child death review partners, and the Child Safeguarding Practice Review Panel* <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>(iv) *Safeguarding Children, Young People and Adults at Risk in the NHS: Safeguarding Accountability and Assurance Framework*[*https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-children-young-people-*adults*-at-risk-saaf-1.pdf*](https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-children-young-people-adults-at-risk-saaf-1.pdf)1. *NICE Quality Standard QS116 Domestic Violence and Abuse*

[*https://www.nice.org.uk/guidance/qs116*](https://www.nice.org.uk/guidance/qs116) |
| **Transfer and Discharge Guidance and Standards** | *Transition between inpatient hospital settings and community or care home settings for adults with social care needs* (NICE guideline NG27) (<https://www.nice.org.uk/guidance/ng27>)*Transition between inpatient mental health settings and community or care home settings* (NICE guideline NG53) (<https://www.nice.org.uk/guidance/ng53>)Care and support statutory guidance *(*<https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance>)*the Assessment, Discharge and Withdrawal Notices between Hospitals and Social Services Information Standard (SCCI2075)**the National Framework for Inter-Facility Transfers* (<https://www.england.nhs.uk/publication/inter-facility-transfers-framework/>) |

**Part 3: Deleted Defined Terms**

Delete the following defined terms:

**Food Standards Guidance**

**Information Governance Alliance Guidance**

**Local System Operating Plan**

**Mental Capacity and Deprivation of Liberty Lead**

**NHS Choices Website**

**NHS Safety Thermometer**

**NHS Security Management Standards**

**Prevent Guidance and Toolkit**

**Provider Sustainability Fund**

**Root Cause Analysis**

**Safeguarding Training Guidance**

**SDMP Guidance**

**Seven Day Service Hospital Priority Clinical Standards**

**WRAP**