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NHS Standard Contract 2020/21

(Shorter Form)

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 shorter-form contracts

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

First published: March 2020

Publication Approval Number: 001605

|  |
| --- |
| 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 Shorter Form**  **[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 (Shorter Form) 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 (Shorter Form) published by NHS England in January 2018 for the years 2017-19, as subsequently varied in accordance with applicable National Variations;

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

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

**2019/20 Contract** means the NHS Standard Contract (Shorter Form) 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 (Shorter Form) 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 25 (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**
   1. The Variations apply with effect from 1 April 2020.

**Particulars**

1. **ServiceS**
   1. Above the row with the heading "Service Requirements” insert the following rows:

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

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. **schedule 4A (operational standards and national quality requirements)**
   1. Delete Part A of Schedule 4 *(Operational Standards and National Quality Requirements)* and replace with the new Part A set out in Appendix 2 of this National Variation Agreement. Any references to “Applicable Service Category” are to be interpreted as in the 2020/21 Contract.

**service conditions**

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

|  |  |
| --- | --- |
| * 1. The Provider must comply with all applicable EU Exit Guidance. | **All** |

1. **sc3 (service standards)** 
   1. Delete the text in SC3.1 and replace with the following:

|  |  |
| --- | --- |
| 3.1 The Provider must not breach the thresholds in respect of the Operational Standards, National Quality Requirements and Local Quality Requirements. | **All** |

* 1. Delete the text in SC3.3 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, Never Events, and from the involvement of Service Users, Staff, GPs and the public (including the outcomes of Surveys). | **All** |

1. **sc4 (co-operation)** 
   1. Add new SC4.2 as follows:

|  |  |
| --- | --- |
| * 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. **Sc8 (making every contact count and self care)**
   1. Delete the following text from the end of SC8.1:

“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. **Sc18 (Sustainable development)**
   1. Add new SC18 as follows:

|  |  |
| --- | --- |
| **SC18** **Sustainable Development**   * 1. In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment. The Provider must demonstrate to the Co-ordinating Commissioner how it will, by 31 March 2021, contribute towards a “Green NHS” with regard to NHS Long Term Plan commitments by taking specific actions and making appropriate adaptations with the aim of reducing air pollution, mitigating the impact of climate change and severe weather, reducing use of single use plastics and reducing waste and water usage. | **All** |

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. **SC24 (NHS COUNTER\_FRAUD AND SECURITY MANAGEMENT**
   1. In SC24.1.2, after “security management issues” delete “, having regard to NHS Security Management Standards”.
3. **SC30 (Emergency Preparedness, Resilience and Response)**
   1. Delete the text in SC 30.3 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. **SC32 (Safeguarding and Mental Capacity)**
   1. Change the heading of SC32 from “Safeguarding and Mental Capacity” to “Safeguarding Children and Adults” and all references to SC32 will be changed accordingly.
   2. In SC32.1, after “protected from abuse,” insert “exploitation, radicalisation, serious violence,”.
   3. In SC32.2.3, replace “Mental Capacity and Deprivation of Liberty Lead” with “Mental Capacity and Liberty Protection Safeguards Lead”.
   4. In SC32.3, after “domestic abuse” insert “, radicalisation”.
   5. In SC32.5, replace “Safeguarding Training Guidance” with “Intercollegiate Guidance on Safeguarding Training”.
2. **SC33 (Incidents Requiring Reporting)**
   1. In SC33.2, after “of those Frameworks” insert “(or any successor frameworks as applicable)”.
   2. Insert new SC33.6 as follows:

|  |  |
| --- | --- |
| * 1. The Provider must have in place arrangements to ensure that it can receive and respond appropriately to National Patient Safety Alerts. | **All** |

1. **SC36 (Payment Terms)** 
   1. Delete the text in SC36.28 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 or National Quality Requirement shown in bold italics in Schedule 4A (*Operational Standards and National Quality Requirements).* | **All** |

**general conditions**

1. **Gc9 (contract management)**
   1. Delete the text in GC9.9 and replace with the following:

**Financial Improvement Trajectory**

* 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 Commissioner may withhold or retain payment under this GC9 *(Contract Management)* or otherwise 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 or National Quality Requirement shown in bold italics in Schedule 4A *(Operational Standards and National Quality Requirements)*.

1. **GC14 (dispute RESOLUTION)** 
   1. At GC14.2 delete the word “jointly” and after “NHS Trust” add “or an NHS Foundation Trust”.
2. **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. **general Conditions: Definitions and Interpretation**
   1. Insert the new definitions set out in Part 1 of Appendix 3; amend the definitions set out in Part 2 of Appendix 3; and delete the definitions set out in Part 3 of Appendix 3, as applicable.
2. **Counterparts**
   1. 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.
3. **Precedence of this National Variation Agreement**
   1. 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.
4. **Continuing effect**
   1. Subject to the Variations, the Contract shall continue in full force and effect in all respects.
5. **Governing Law and Jurisdiction**
   1. 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 and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| ***E.B.4*** | ***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*** | ***Operating standard of no more than 1%*** | ***See Diagnostics Definitions and Diagnostics FAQs at:*** [***https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/***](https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/) | ***Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Monthly*** | ***CS***  ***D*** |
| ***E.B.S.3*** | ***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*** |
|  | 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*** |

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

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

**Appendix 3: Definitions**

**Part 1: New Defined Terms**

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

|  |
| --- |
| **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  **Intercollegiate Guidance in Relation to Safeguarding Training** intercollegiate guidance in relation to safeguarding training, including   1. *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> 2. *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 3. *Adult Safeguarding: Roles and Competencies for Health Care Staff*, available at: <https://www.rcn.org.uk/professional-development/publications/pub-007069>   **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 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/>)  **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>  **Price** a National Price, or a National Price adjusted by a Local Variation or Local Modification, or a Local Price, as appropriate  **Primary Care Network** or **PCN** a locally-established network of providers of general medical services, as described at: <https://www.england.nhs.uk/gp/gpfv/redesign/primary-care-networks/>  **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> |

**Part 2: Variations to Defined Terms**

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

| **Term:** | **Amended definition or amendment to defined term** |
| --- | --- |
| **Care 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/> |
| **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/> |
| **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:/www.nigb.nhs.uk/pubs/nhscrg.pdf) |
| **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 |
| **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 |
| **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:

**Care Programme Approach**

**Information Governance Alliance Guidance**

**Mental Capacity and Deprivation of Liberty Lead**

**Provider Sustainability Fund**

**Safeguarding Training Guidance**

**SDIP**