NHS Standard Contract 2022/23

Service Conditions (Full Length)

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Some Service Conditions apply only to services within particular service categories, as indicated in the right column using the abbreviations set out below. The Parties have indicated in the Particulars the service categories applicable to their Contract:

All service categories	All
Accident and Emergency Services (Type 1 and Type 2 only)	A+E
Acute Services	A
Ambulance Services	AM
Cancer Services	CR
Continuing Healthcare Services (including continuing care for children)	CHC
Community Services	CS
Diagnostic, Screening and/or Pathology Services	D
End of Life Care Services	ELC
Mental Health and Learning Disability Services	MH
Mental Health and Learning Disability Secure Services	MHSS
NHS 111 Services	111
Patient Transport Services	PT
Radiotherapy Services	R
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units)	U

# PROVISION OF SERVICES	
SC1 Compliance with the Law and the NHS Constitution	
1.1 The Provider must provide the Services in accordance with the Fundamental Standards of Care and the Service Specifications. The Provider must perform all of its obligations under this Contract in accordance with: 1.1.1 the terms of this Contract; and 1.1.2 the Law; and 1.1.3 Good Practice. The Provider must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.	**All**
1.2 The Commissioners must perform all of their obligations under this Contract in accordance with: 1.2.1 the terms of this Contract; and 1.2.2 the Law; and 1.2.3 Good Practice.	**All**
1.3 The Parties must abide by and promote awareness of the NHS Constitution, including the rights and pledges set out in it. The Provider must ensure that all Sub-Contractors and all Staff abide by the NHS Constitution.	**All**
1.4 The Parties must ensure that, in accordance with the Armed Forces Covenant, those in the armed forces, reservists, veterans and their families are not disadvantaged in accessing the Services.	**All**
SC2 Regulatory Requirements	
2.1 The Provider must: 2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body; 2.1.2 respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body; 2.1.3 comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;	**All**

	2.1.4 consider and respond to the recommendations arising from any audit, clinical outcome review programme, Serious Incident investigation report, Patient Safety Incident investigation report or other patient safety related review process; 2.1.5 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider; 2.1.6 comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time; 2.1.7 respond to any reports and recommendations made by Local Healthwatch; and 2.1.8 meet its obligations under Law in relation to the production and publication of Quality Accounts.	
2.2	The Parties must comply, where applicable, with their respective obligations under, and with recommendations contained in, MedTech Funding Mandate Guidance.	**All**
SC3	**Service Standards**	
3.1	The Provider must: 3.1.1 not breach the thresholds in respect of the National Quality Requirements; and 3.1.2 not breach the thresholds in respect of the Local Quality Requirements.	**All**
3.2A	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.	**All**
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**
3.3	If the Provider does not comply with SC3.1 the Co-ordinating Commissioner may, in addition and without affecting any other rights that it or any Commissioner may have under this Contract: 3.3.1 issue a Contract Performance Notice under GC9.4 (*Contract Management*) in relation to the breach or failure; and/or 3.3.2 take action to remove any Service User affected from the Provider's care; and/or	**All** **All** **All except AM, 111**

	3.3.3 if it reasonably considers that there may be further non-compliance of that nature in relation to other Service Users, take action to remove those Service Users from the Provider's care.	**All except AM, 111**
3.4	The Provider must continually review and evaluate the Services, must act on insight derived from those reviews and evaluations, from feedback, complaints, audits, clinical outcome review programmes, Patient Safety Incidents, 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 improvements have been communicated to Service Users, their Carers, GPs and the public.	**All**
3.5	The Provider must implement policies and procedures for reviewing deaths of Service Users whilst under the Provider's care and for engaging with bereaved families and Carers.	**All**
3.6	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply with National Guidance on Learning from Deaths where applicable.	**All**
3.7	The Provider must:	
	3.7.1 if it is an NHS Trust or an NHS Foundation Trust (and except as otherwise agreed with the National Medical Examiner), establish and operate a Medical Examiner Office; and	**A**
	3.7.2 comply with Medical Examiner Guidance as applicable.	**All**
3.8	The Provider must co-operate fully with the Responsible Commissioner and the original Referrer in any re-referral of the Service User to another provider (including providing Service User Health Records, other information relating to the Service User's care and clinical opinions if reasonably requested). Any failure to do so will constitute a material breach of this Contract.	**All**
3.9	If a Service User is admitted for acute Elective Care services and the Provider cancels that Service User's operation after admission for non-clinical reasons, the terms of the NHS Constitution Handbook cancelled operations pledge will apply.	**A**
3.10	The Provider (whether or not it is required to be CQC registered for the purpose of the Services) must identify and give notice to the Co-ordinating Commissioner of the name, address and position in the Provider of the Nominated Individual.	**All**

3.11	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must assess its performance using the Board Assurance Framework for Seven Day Hospital Services as required by Guidance and must share a copy of each assessment with the Co-ordinating Commissioner.	**A, A+E, CR**
3.12	Where the Provider provides vascular surgery Services, hyper-acute stroke Services, major trauma Services, STEMI heart attack Services or children's critical care Services, the Provider must ensure that those Services comply in full with Seven Day Service Hospital Priority Clinical Standards.	**A**
3.13	Where the Provider provides maternity Services, it must: 3.13.1 comply with the Saving Babies' Lives Care Bundle, 3.13.2 agree with the Co-ordinating Commissioner, and implement diligently, an action plan to provide midwifery continuity of carer as the default model of care in maternity Services, in accordance with Midwifery Continuity of Carer Guidance; and 3.13.3 put in place an action plan, approved by its Governing Body, describing, with timescales, how it will implement the immediate and essential actions set out in the Ockenden Review and must implement this action plan diligently, reporting on its progress to its Governing Body in public and to the Co-ordinating Commissioner.	**A, CS**
3.14	In performing its obligations under this Contract, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must have regard to Learning Disability Improvement Standards.	**All**
3.15	The Provider must use all reasonable endeavours to ensure that each relevant clinical team achieves level 2 or above compliance with the requirements of the Early Intervention in Psychosis Scoring Matrix effective treatment domain.	**MH, MHSS**
3.16	The Co-ordinating Commissioner (in consultation with the other Commissioners) and the Provider must jointly assess, by no later than 30 September in each Contract Year, the effectiveness of their arrangements for managing the interface between the Services and local primary medical services, including the Provider's compliance with SC8.2-5, SC11.5-7, SC11.9-10, SC11.12 and SC12.2 of this Contract.	**All**
3.17	Following the assessment undertaken under SC3.16, the Co-ordinating Commissioner and the Provider must then: 3.17.1 agree, at the earliest opportunity, an action plan to address any deficiencies their assessment identifies, ensuring that this action plan is informed by discussion with and feedback from the relevant Local Medical Committees;	**All**

	3.17.2 arrange for the action plan to be approved in public by each of their Governing Bodies and to be shared with the relevant Local Medical Committees; and 3.17.3 in conjunction with the relevant Commissioners, implement the action plan diligently, keeping the relevant Local Medical Committees informed of progress with its implementation.	
3.18	The Provider (if it is not an NHS Trust or an NHS Foundation Trust) must have regard to the Medical Practitioners Assurance Framework.	**All**
3.19	The Provider must nominate a 2018 Act Responsible Person and must ensure that the Coordinating Commissioner is kept informed at all times of the identity of the person holding that position. The Provider must comply, and must ensure that its 2018 Act Responsible Person complies, with their respective obligations under the 2018 Act and 2018 Act Guidance.	**MH, MHSS, A (where applicable)**
SC4	**Co-operation**	
4.1	The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract.	**All**
4.2	The Parties must co-operate in accordance with the Law and Good Practice to facilitate the delivery of the Services in accordance with this Contract, having regard at all times to the welfare and rights of Service Users.	**All**
4.3	The Provider and each Commissioner must, in accordance with Law, Good Practice and any guidance issued by the Secretary of State under sections 72 and 82 of the 2006 Act regarding the duty to co-operate, co-operate fully and share information with each other and with any other commissioner or provider of health or social care in respect of a Service User in order to: 4.3.1 ensure that a consistently high standard of care for the Service User is maintained at all times; 4.3.2 ensure that high quality, integrated and co-ordinated care for the Service User is delivered across all pathways spanning more than one provider; 4.3.3 achieve continuity of service that avoids inconvenience to, or risk to the health and safety of, the Service User, employees of the Commissioners or members of the public; and 4.3.4 seek to ensure that the Services and other health and social care services delivered to the Service User are delivered in such a way as to maximise value for public money, optimise allocation of resources and minimise unwarranted variations in quality and outcomes.	**All**

4.4	The Provider must ensure that its provision of any service to any third party does not hinder or adversely affect its delivery of the Services or its performance of this Contract.	**All**
4.5	The Provider and each Commissioner must co-operate with each other and with any third party provider to ensure that, wherever possible, an individual requiring admission to acute inpatient mental health services can be admitted to an acute bed close to their usual place of residence.	**MH**
4.6	In performing their respective obligations under this Contract the Parties must have regard to, and support each other to observe and promote, the NHS's stated strategic objectives of improving outcomes in population health and healthcare, tackling inequalities in outcomes, experience and access, enhancing productivity and value for money, and supporting broader social and economic development, through active participation in, and through constructive mutual support and challenge to and from members and/or partners of, the local Integrated Care System, Integrated Care Partnership and/or Integrated Care Board (as appropriate from time to time).	**All**
4.7	The Parties must at all times use all reasonable endeavours to contribute towards the implementation of and have regard to any Joint System Plan to which the Provider, other providers and one or more Commissioners are party and must perform any specific obligations on their respective parts agreed as part of or pursuant to that Joint System Plan from time to time, including those set out in Schedule 8 (*Joint System Plan Obligations*).	**All**
4.8	Where the Provider provides community-based Services, it must use all reasonable endeavours to agree, with local Primary Care Networks, and implement ongoing 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.	**CS, MH**
4.9	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 any 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).*	**A, CS, MH**
4.10	The Provider must, in co-operation with each Primary Care Network listed in Schedule 2Aii (*Service Specifications – Primary and Community Mental Health Services),* perform any obligations on its part set out or referred to in Schedule 2Aii (*Service Specifications – Primary Mental Health Services)* and/or Schedule 2G (*Other Local Agreements, Policies and Procedures*).	**MH**

SC5	**Commissioner Requested Services/Essential Services**	
5.1	The Provider must comply with its obligations under the Provider Licence in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.	**All**
5.2	The Provider (if it is an NHS Trust) must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, any Essential Services.	**All**
5.3	The Provider (if it is an NHS Trust) must have and at all times maintain an up-to-date Essential Services Continuity Plan in respect of any Essential Services. The Provider must provide a copy of any updated Essential Services Continuity Plan to the Co-ordinating Commissioner within 5 Operational Days following any update.	**All**
5.4	The Provider (if it is an NHS Trust) must, in consultation with the Co-ordinating Commissioner, implement any applicable Essential Services Continuity Plan as required: 5.4.1 if there is any interruption to the Provider's ability to provide the Essential Services; 5.4.2 if there is any partial or entire suspension of the Essential Services; or 5.4.3 on expiry or early termination of this Contract or of any Service for any reason (and this obligation will apply both before and after expiry or termination).	**All**
SC6	**Choice and Referral**	
6.1	The Parties must comply with their respective obligations under NHS e-Referral Guidance and Guidance issued by the Department of Health and Social Care and NHS England regarding patients' rights to choice of provider and/or Consultant or Healthcare Professional, including the NHS Choice Framework.	**All except AM, ELC, MHSS, PT**
6.2	The Provider must describe and publish all acute GP Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant or Healthcare Professional as applicable. In relation to all such GP Referred Services: 6.2.1 the Provider must ensure that all such Services are able to receive Referrals through the NHS e-Referral Service; 6.2.2 the Provider must, in respect of Services which are Directly Bookable: 6.2.2.1 use all reasonable endeavours to make sufficient appointment slots available within the NHS e-Referral Service to enable any Service User to book an appointment for a GP Referred Service within a reasonable period via the NHS e-Referral Service; and	**A**

6.2.2.2 ensure that it has arrangements in place to accept Referrals via the NHS e-Referral Service where the Service User or Referrer has not been able to book a suitable appointment, ensuring that it has safe systems in place for offering appointments promptly where this occurs; 6.2.3 the Provider must offer clinical advice and guidance to GPs and other primary care Referrers: 6.2.3.1 on potential Referrals, through the NHS e-Referral Service; and/or 6.2.3.2 on potential Referrals and on the care of Service Users generally, as otherwise set out in the Service Specifications, whether this leads to a Referral being made or not. The price payable by each Commissioner for such advice and guidance will be either: 6.2.3.2.1 deemed to be included in the Fixed Payment set out in Schedule 3D (*Aligned Payment and Incentive Rules*), or 6.2.3.2.2 the Local Price as set out in Schedule 3A (*Local Prices*), as appropriate; 6.2.4 the Commissioners must use all reasonable endeavours to ensure that in respect of all Referrals by GPs and other primary care Referrers the Provider is given accurate Service User contact details and all pertinent information required by relevant local Referral protocols in accordance with the PRSB Clinical Referral Information Standard; 6.2.5 the Commissioners must use all reasonable endeavours to ensure that all Referrals by GPs are made through the NHS e-Referral Service; and 6.2.6 each Commissioner must take the necessary action, as described in NHS e-Referral Guidance, to ensure that all GP Referred Services are available to their local Referrers within the NHS e-Referral Service.	
6.3 Subject to the provisions of NHS e-Referral Guidance: 6.3.1 the Provider need not accept (and will not be paid for any first outpatient attendance resulting from) Referrals by GPs to Consultant-led acute outpatient Services made other than through the NHS e-Referral Service; 6.3.2 the Provider must implement a process through which the non-acceptance of a Referral under this SC6.3 will, in every case, be communicated without delay to the Service User's GP, so that the GP can take appropriate action; and 6.3.3 each Commissioner must ensure that GPs within its area are made aware of this process.	**A**

6.4	The Provider must use reasonable endeavours to: 6.4.1 describe and publish all mental health GP Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant or Healthcare Professional, as applicable; and 6.4.2 ensure that all such services are able to receive Referrals through the NHS e-Referral Service	**MH**
6.4A	This SC6.4A applies to all acute GP Referred Services and to all other Services which the Provider chooses to list within the NHS e-Referral Service. The Provider must, having consulted all relevant Commissioners, ensure that each Service to which this SC6.4A applies and each site from which that Service will be delivered is listed on the correct menu within the NHS e-Referral Service, so that: 6.4A.1 each Service to which the legal right to choice applies, as set out in the NHS Choice Framework, and each site from which that Service will be delivered, is listed on the Secondary Care Menu; and 6.4A.2 all other Services and the sites from which those Services will be delivered are listed in the Primary Care Menu.	**A, CS, MH**
6.5	The Provider must make the specified information available to prospective Service Users through the NHS Website, and must in particular use the NHS Website to promote awareness of the Services among the communities it serves, ensuring the information provided is accurate, up-to-date, and complies with the provider profile policy set out at www.nhs.uk.	**A, CS, D, MH**
	18 Weeks Information 6.6 In respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies: 6.6.1 the Provider must ensure that the confirmation to the Service User of their first outpatient appointment includes the 18 Weeks Information; and 6.6.2 the Provider must publish on its website and operate a Local Access Policy complying with the requirements of the Co-ordinating Commissioner.	**A**
6.7	Not used.	
	Acceptance and Rejection of Referrals 6.8 Subject to SC6.3 and to SC7 (*Withholding and/or Discontinuation of Service*), the Provider must:	**All except CHC**

	6.8.1 accept any Referral of a Service User made in accordance with the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in any event where necessary for a Service User to exercise their legal right to choice as set out in the NHS Choice Framework; and 6.8.2 accept any clinically appropriate referral for any Service of an individual whose Responsible Commissioner (CCG/ICB or NHS England) is not a Party to this Contract where necessary for that individual to exercise their legal right to choice as set out in the NHS Choice Framework; and 6.8.3 where it can safely do so, accept a referral or presentation for emergency treatment, within the scope of the Services, of or by any individual whose Responsible Commissioner is not a Party to this Contract. Any referral or presentation as referred to in SC6.8.2 or 6.8.3 will not be a Referral under this Contract and the relevant provisions of the Contract Technical Guidance will apply in respect of it.	
6.9	The Parties must comply with Care and Treatment Review Guidance in relation to the making and acceptance of Referrals and must ensure that the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or specified in any Prior Approval Scheme at all times comply with Care and Treatment Review Guidance. Notwithstanding SC6.8.1, the Provider must not accept any Referral made otherwise than in accordance with Care and Treatment Review Guidance.	**MH, MHSS**
6.10	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**
6.11	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**
6.12	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**

6.13 The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except: 6.13.1 where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework, and then only if: 6.13.1.1 the service provided to that individual is a Service as described in this Contract; and 6.13.1.2 where this Contract otherwise identifies a site or sites at which or a geographical area within which the Service is to be delivered, the service provided to that individual is delivered from such a site or within that geographical area, as appropriate; or 6.13.2 where necessary for that individual to receive emergency treatment.	**All**
Urgent and Emergency Care Directory of Services 6.14 If a Commissioner requires that any Services are to be listed in the UEC DoS: 6.14.1 the Provider must nominate a UEC DoS Contact and must ensure that the Co-ordinating Commissioner and each Commissioner's UEC DoS Lead is kept informed at all times of the person holding that position; 6.14.2 that Commissioner must nominate a UEC DoS Lead and must ensure that the Provider is kept informed at all times of the person holding that position; and 6.14.3 the Provider must ensure that its UEC DoS Contact: 6.14.3.1 continually validates UEC DoS entries in relation to the Services to ensure that they are complete, accurate and up to date at all times; and 6.14.3.2 notifies each Commissioner's UEC DoS Lead immediately on becoming aware of any amendment or addition which is required to be made to any UEC DoS entry in relation to the Services.	**All**
6.15 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**

SC7	**Withholding and/or Discontinuation of Service**		
7.1	Nothing in this SC7 allows the Provider to refuse to provide or to stop providing a Service if that would be contrary to the Law.		**All**
7.2	The Provider will not be required to provide or to continue to provide a Service to a Service User:		
	7.2.1	who in the Provider's reasonable professional opinion is unsuitable to receive the relevant Service, for as long as they remain unsuitable;	**All**
	7.2.2	in respect of whom no valid consent (where required) has been given in accordance with the Service User consent policy;	**All except 111**
	7.2.3	who displays abusive, violent or threatening behaviour unacceptable to the Provider, 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);	**All**
	7.2.4	in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or	**All except 111**
	7.2.5	where expressly instructed not to do so by an emergency service provider who has authority to give that instruction, for as long as that instruction applies.	**All**
7.3	If the Provider proposes not to provide or to stop providing a Service to any Service User under SC7.2:		**All**
	7.3.1	where reasonably possible, the Provider must explain to the Service User, Carer or Legal Guardian (as appropriate), taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Operational Days);	
	7.3.2	the Provider must tell the Service User, Carer or Legal Guardian (as appropriate) that they have the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so;	
	7.3.3	wherever possible, the Provider must inform the relevant Referrer (and if the Service User's GP is not the relevant Referrer, subject to obtaining consent in accordance with Law and Guidance, the Service User's GP) in writing without delay before taking the relevant action; and	

	7.3.4 the Provider must liaise with the Responsible Commissioner and the relevant Referrer to seek to maintain or restore the provision of the relevant care to the Service User in a way that minimises any disruption to the Service User's care and risk to the Service User.	
7.4A	Except in respect of Services to which SC7.4B, SC7.4C or SC7.4D applies: 7.4A1 If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care; Communication with GPs*)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. 7.4A2 The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.	**All except AM, MHSS, 111**
7.4B	In relation to Ambulance Services: 7.4B1 If the Provider, the Responsible Commissioner, and the emergency incident coordinator having primacy of the relevant incident, cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care; Communication with GPs*)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. 7.4B2 The Responsible Commissioner must then liaise with the Referrer as soon as reasonably practicable to procure alternative services for that Service User.	**AM**
7.4C	In relation to Mental Health Secure Services: 7.4C1 If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under SC11 (*Transfer of and Discharge from Care; Communication with GPs*)) give the Responsible Commissioner (and where applicable the Referrer) not less than 20 Operational Days' notice that it will stop providing the Service to that Service User. 7.4C2 The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.	**MHSS**
7.4D	In relation to 111 Services: 7.4D1 If the Provider, the Responsible Commissioner, the Referrer and the Service User's GP cannot agree on the continued provision of the relevant Service to a Service User, the Provider must notify the	**111**

	Responsible Commissioner and the Service User's GP that it will not provide or will stop providing the Service to that Service User. 7.4D2 The Responsible Commissioner must then liaise with the Service User's GP to procure alternative services for that Service User.	
7.5	If the Provider stops providing a Service to a Service User under SC7.2, and the Provider has complied with SC7.3, the Responsible Commissioner must pay the Provider in accordance with SC36 (*Payment Terms*) for the Service provided to that Service User before the discontinuance.	**All**
SC8	**Unmet Needs, Making Every Contact Count and Self Care**	
8.1	If the Provider believes that a Service User or a group of Service Users may have an unmet health or social care need, it must notify the Responsible Commissioner accordingly. The Responsible Commissioner will be responsible for making an assessment to determine any steps required to be taken to meet those needs.	**All**
8.2	If the Provider considers that a Service User has an immediate need for treatment or care which is within the scope of the Services it must notify the Service User, Carer or Legal Guardian (as appropriate) of that need without delay and must provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the Service User. The Provider must notify the Service User's GP as soon as reasonably practicable of the treatment or care provided.	**All except 111**
8.3	If the Provider considers that a Service User has an immediate need for care which is outside the scope of the Services, it must notify the Service User, Carer or Legal Guardian (as appropriate) and the Service User's GP of that need without delay and must co-operate with the Referrer to secure the provision to the Service User of the required treatment or care, acting at all times in the best interests of the Service User. In fulfilling its obligations under this SC8.3, the Provider must ensure that it takes account of all available information relating to the relevant locally-available services (including information held in the UEC DoS).	**All**
8.4	If the Provider considers that a Service User has a non-immediate need for treatment or care which is within the scope of the Services and which is directly related to the condition or complaint which was the subject of the Service User's original Referral or presentation, it must notify the Service User, Carer or Legal Guardian (as appropriate) of that need without delay and must (unless referral back to the Service User's GP is required in order for the Provider to comply with its obligations under SC29.4.1) provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the Service User. The Provider must notify the Service User's GP as soon as reasonably practicable of the treatment or care provided.	**All except 111**
8.5	Except as permitted under an applicable Prior Approval Scheme, the Provider must not carry out, nor refer to another provider to carry out, any non-immediate or routine treatment or care that is not directly related to the condition or complaint	**All except 111**

	which was the subject of the Service User's original Referral or presentation without the agreement of the Service User's GP.	
8.6	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	**All**
8.7	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:	
	8.7.1 offer brief advice or interventions to Service Users; and/or	**A, MH, MHSS**
	8.7.2 refer the Service User to available alcohol advisory and/or smoking cessation services provided by the relevant Local Authority; and/or	**A, MH, MHSS**
	8.7.3 if the Provider is an NHS Trust or an NHS Foundation Trust, refer the Service User to an appropriate NHS Smoking Cessation Advance Service.	**A**
8.8	Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care.	**All**
8.9	The Provider must have regard to the Standards for Inpatient Mental Health Services and must monitor the cardiovascular and metabolic health of Service Users with severe mental illness and Service Users with a learning disability, autism or both who are receiving anti-psychotic medication, in accordance with: 8.9.1 NICE clinical guidance CG178 (*Psychosis and schizophrenia in adults: prevention and management*); and 8.9.2 the Lester Tool, and if a need for further treatment or care is indicated, take appropriate action in accordance with this SC8.	**MH, MHSS**
SC9 Consent		
9.1	The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.	**All**
SC10 Personalised Care		
10.1	In the performance of their respective obligations under this Contract the Parties must (where and as applicable to the Services):	**All**

	10.1.1 give due regard to Guidance on Personalised Care; and 10.1.2 use all reasonable endeavours to implement any Development Plan for Personalised Care.	
10.2	The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner.	**All**
10.3	Where required by Guidance, the Provider must, in association with other relevant providers of health and social care, 10.3.1 develop and agree a Personalised Care and Support Plan with the Service User and/or their Carer or Legal Guardian; and 10.3.2 ensure that the Service User and/or their Carer or Legal Guardian (as appropriate) can access that Personalised Care and Support Plan in a format and through a medium appropriate to their needs.	**All except A+E, AM, D, 111, PT, U**
10.4	The Provider must prepare, evaluate, review and audit each Personalised Care and Support Plan on an on-going basis. Any review must involve the Service User and/or their Carer or Legal Guardian (as appropriate).	**All except A+E, AM, D, 111, PT, U**
10.5	The Provider must use all reasonable endeavours to ensure that, when arranging an outpatient or community appointment in relation to any Service (subject to the requirements of the Service Specification and where clinically appropriate), it offers the Service User the option of a telephone or video appointment.	**A, CS, MH**
10.6	Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.	**A, CS, MH**
SC11	**Transfer of and Discharge from Care; Communication with GPs**	
11.1	The Provider must comply with:	
	11.1.1 the Transfer of and Discharge from Care Protocols;	**All**
	11.1.2 the 1983 Act;	**MH, MHSS**
	11.1.3 the 1983 Act Code (including following all procedures specified by or established as a consequence of the 1983 Act Code);	**MH, MHSS**
	11.1.4 Care and Treatment Review Guidance insofar as it relates to transfer of and discharge from care;	**MH, MHSS**

	11.1.5 the 2014 Act and the Care and Support (Discharge of Hospital Patients) Regulations 2014; and	**All**
	11.1.6 Transfer and Discharge Guidance and Standards.	**All**
11.2	The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	**All**
11.3	Before the transfer of a Service User to another Service under this Contract and/or before a Transfer of Care or discharge of a Service User, the Provider must liaise as appropriate with any relevant third party health or social care provider, and with the Service User and any Legal Guardian and/or Carer, to prepare and agree a Care Transfer Plan. The Provider must implement the Care Transfer Plan when delivering the further Service, or transferring and/or discharging the Service User, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.	**All except 111, PT**
11.4	A Commissioner may agree a Shared Care Protocol in respect of any clinical pathway with the Provider and representatives of local primary care and other providers. Where there is a proposed Transfer of Care and a Shared Care Protocol is applicable, the Provider must, where the Service User's GP has confirmed willingness to accept the Transfer of Care, initiate and comply with the Shared Care Protocol.	**All except 111, PT**
11.5	When transferring or discharging a Service User from an inpatient or day case or accident and emergency Service, the Provider must within 24 hours following that transfer or discharge issue a Discharge Summary to the Service User's GP and/or Referrer and to any relevant third party provider of health or social care, using the applicable Delivery Method. The Provider must ensure that it is at all times able to send and receive Discharge Summaries via all applicable Delivery Methods.	**A, A+E, CR, MH, MHSS**
11.6	When transferring or discharging a Service User from a Service which is not an inpatient or day case or accident and emergency Service, the Provider must, if required by the relevant Transfer of and Discharge from Care Protocol, issue the Discharge Summary to the Service User's GP and/or Referrer and to any relevant third party provider of health or social care within the timescale, and in accordance with any other requirements, set out in that protocol.	**All except A+E, 111, PT**
11.6A	By 8.00am on the next Operational Day after the transfer and/or discharge of the Service User from the Provider's care, the Provider must send a Post Event Message to the Service User's GP (where appropriate, and not inconsistent with relevant Guidance) and to any relevant third party provider of health or social care to whom the Service User is referred, using the applicable Delivery Method. The Provider must ensure that it is at all times able to send Post Event Messages via all applicable Delivery Methods.	**111**

11.7	Where, in the course of delivering an outpatient Service to a Service User, the Provider becomes aware of any matter or requirement pertinent to that Service User's ongoing care and treatment which would necessitate the Service User's GP taking prompt action, the Provider must communicate this by issue of a Clinic Letter to the Service User's GP. The Provider must send the Clinic Letter as soon as reasonably practicable and in any event within 7 days following the Service User's outpatient attendance. The Provider must issue such Clinic Letters using the applicable Delivery Method.	**A, CR, MH**
11.8	The Commissioners must use all reasonable endeavours to assist the Provider to access the necessary national information technology systems to support electronic submission of Discharge Summaries and Clinic Letters and to ensure that GPs are in a position to receive Discharge Summaries and Clinic Letters via the Delivery Method applicable to communication with GPs.	**All except AM, PT**
11.9	Where a Service User has a clinical need for medication to be supplied on discharge from inpatient or day case care, the Provider must ensure that the Service User will have on discharge an adequate quantity of that medication to last: 11.9.1 for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least 7 days); or 11.9.2 (if shorter) for a period which is clinically appropriate. The Provider must supply that quantity of medication to the Service User itself, except to the extent that the Service User already has an adequate quantity and/or will receive an adequate supply via an existing repeat prescription from the Service User's GP or other primary care provider.	**A, CR, MH**
11.10	Where a Service User has an immediate clinical need for medication to be supplied following outpatient clinic attendance, the Provider must itself supply to the Service User an adequate quantity of that medication to last for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least sufficient to meet the Service User's immediate clinical needs until the Service User's GP receives the relevant Clinic Letter and can prescribe accordingly).	**A, CR, MH**
11.11	The Parties must at all times have regard to NHS Guidance on Prescribing Responsibilities, including, in the case of the Provider, in fulfilling its obligations under SC11.4, 11.9 and/or 11.10 (as appropriate). 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.	**A, CR, MH**

11.12 Where a Service User either: 11.12.1 is admitted to hospital under the care of a member of the Provider's medical Staff; or 11.12.2 is discharged from such care; or 11.12.3 attends an outpatient clinic or accident and emergency service under the care of a member of the Provider's medical Staff, the Provider must, where appropriate under and in accordance with Fit Note Guidance, issue free of charge to the Service User or their Carer or Legal Guardian any necessary medical certificate to prove the Service User's fitness or otherwise to work, covering the period until the date by which it is anticipated that the Service User will have recovered or by which it will be appropriate for a further clinical review to be carried out.	**A, A+E, CR, MH**
11.13 The Provider must use all reasonable endeavours to refer Service Users, on discharge from inpatient care and where clinically appropriate, into the NHS Discharge Medicines Service, in accordance with the NHS Discharge Medicine Service Toolkit as applicable to the Provider.	**A, MH, MHSS**
11.14 The Parties must comply with their respective obligations under the National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care and must co-operate with each other, with the relevant Local Authority and with other providers of health and social care as appropriate, to minimise the number of NHS Continuing Healthcare assessments which take place in an acute hospital setting.	**A, CHC, CS, ELC, MH, MHSS**
SC12 Communicating with and Involving Service Users, Public and Staff	
12.1 The Provider must: 12.1.1 arrange and carry out all necessary steps in a Service User's care and treatment promptly and in a manner consistent with the relevant Service Specifications and Quality Requirements until such point as the Service User can appropriately be discharged in accordance with the Transfer of and Discharge from Care Protocols; 12.1.2 ensure that Staff work effectively and efficiently together, across professional and Service boundaries, to manage their interactions with Service Users so as to ensure that they experience co-ordinated, high quality care without unnecessary duplication of process; 12.1.3 notify the Service User (and, where appropriate, their Carer and/or Legal Guardian) of the results of all investigations and treatments promptly and in a readily understandable, functional, clinically appropriate and cost effective manner; and 12.1.4 communicate in a readily understandable, functional and timely manner with the Service User (and, where appropriate, their Carer	**All**

	and/or Legal Guardian), their GP and other providers about all relevant aspects of the Service User's care and treatment.	
12.2	The Provider must: 12.2.1 provide Service Users (in relation to their own care) and Referrers (in relation to the care of an individual Service User) with clear information in respect of each Service about who to contact if they have questions about their care and how to do so; 12.2.2 ensure that there are efficient arrangements in place in respect of each Service for responding promptly and effectively to such questions and that these are publicised to Service Users and Referrers using all appropriate means, including appointment and admission letters and on the Provider's website; and 12.2.3 wherever possible, deal with such questions from Service Users itself, and not by advising the Service User to speak to their Referrer.	**All**
12.3	The Provider must comply with the Accessible Information Standard.	**All**
12.4	The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open, clear and accessible manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable. In communicating with a Service User (and, where appropriate, their Carer and/or Legal Guardian), the Provider must have regard to their health literacy in order to support them to make informed decisions about the Service User's health, care and wellbeing.	**All**
12.5	The Provider must involve Service Users (and, where required by Law or otherwise appropriate, their Carers and Legal Guardians), Staff, Service Users' GPs and the public when considering and implementing developments to and redesign of Services. As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence of that involvement and of how the views of those involved have been taken account of in the relevant developments to and redesign of Services.	**All**
12.6	The Provider must: 12.6.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.6.2 (if it is an NHS Trust or an NHS Foundation Trust) carry out the National Quarterly Pulse Survey as required in accordance with National Quarterly Pulse Survey Guidance; 12.6.3 carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys; 12.6.4 carry out all other Surveys; and	**All**

	12.6.5 co-operate with any surveys that the Commissioners (acting reasonably) carry out. The form, frequency and reporting of the Surveys will be as set out in Schedule 6E (*Surveys*) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing and/or required by Law or Guidance from time to time.	
12.7	The Provider must review and provide a written report to the Co-ordinating Commissioner on the results of each Survey. The report must identify any actions reasonably required to be taken by the Provider in response to the Survey. The Provider must implement those actions as soon as practicable. The Provider must publish the outcomes of and actions taken in relation to all Surveys.	**All**
SC13	**Equity of Access, Equality and Non-Discrimination**	
13.1	The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law.	**All**
13.2	The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments). The Provider must carry out an annual audit of its compliance with this obligation and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.	**All**
13.3	In performing its obligations under this Contract the Provider must comply with the obligations contained in section 149 of the Equality Act 2010, the Equality Act 2010 (Specific Duties) Regulations and section 6 of the HRA. If the Provider is not a public authority for the purposes of those sections and regulations it must comply with them as if it were.	**All**
13.4	In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan setting out how it will comply with its obligations under SC13.3. If the Provider has already produced such a plan in order to comply with the Law, the Provider may submit that plan to the Co-ordinating Commissioner in order to comply with this SC13.4.	**All**
13.5	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must implement EDS.	**All**
13.6	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**

13.7 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must ensure that it has in place effective procedures intended to prevent unlawful discrimination in the recruitment and promotion of Staff and must publish: 13.7.1 a five-year action plan, showing how it will ensure that the black, Asian and minority ethnic representation a) among its Staff at Agenda for Change Band 8a and above and b) on its Governing Body will, by the end of that period, reflect the black, Asian and minority ethnic representation in its workforce, or in its local community, whichever is the higher; and 13.7.2 regular reports on its progress in implementing that action plan and in achieving its bespoke targets for black, Asian and minority ethnic representation amongst its Staff, as described in the NHS Model Employer Strategy.	**All**
13.8 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must implement and comply with the National Workforce Disability Equality Standard and submit an annual report to the Co-ordinating Commissioner on its compliance.	**All**
13.9 In performing its obligations under this Contract, the Provider must use all reasonable endeavours to: 13.9.1 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; and 13.9.2 implement any Health Inequalities Action Plan.	**All**
13.10 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must nominate a Health Inequalities Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position.	**All**
SC14 Pastoral, Spiritual and Cultural Care 14.1 The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users.	**All**
14.2 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must have regard to NHS Chaplaincy Guidelines.	**All**
SC15 Urgent Access to Mental Health Care 15.1 The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code and the Royal College of Psychiatrists Standards.	**A, A+E, MH, MHSS, U**

15.2	The Parties must co-operate to ensure that individuals under the age of 18 with potential mental health conditions are referred for, and receive, age-appropriate assessment, care and treatment in accordance with the 1983 Act.	**A, A+E, MH, MHSS, U**
15.3	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requires urgent mental health assessment, care or treatment, that individual is not: 15.3.1 held in police custody in a cell or station; or 15.3.2 admitted to an adult inpatient service (unless this is clinically appropriate in line with the requirements of the 1983 Act); or 15.3.3 admitted to an acute paediatric ward (unless this is required in accordance with NICE guideline CG16 (*Self-harm in over 8s*) or if the individual has an associated physical health or safeguarding need).	**A, A+E, MH, MHSS, U**
15.4	The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requiring urgent mental health assessment, care or treatment attends or is taken to an accident and emergency department: 15.4.1 a full biopsychosocial assessment is undertaken and an appropriate care plan is put in place; and 15.4.2 the individual is not held within the accident and emergency department beyond the point where the actions in SC15.4.1 have been completed.	**A, A+E, MH, MHSS, U**
SC16 Complaints		
16.1	The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.	**All**
16.2	The Provider must: 16.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and 16.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.	**All**

SC17 Services Environment and Equipment 17.1 The Provider must: 17.1.1 ensure that the Services Environment and the Equipment comply with the Fundamental Standards of Care and 17.1.2 comply with National Standards of Healthcare Cleanliness.	**All** **All except AM and PT**
17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	**All**
17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.	**All**
17.4 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply with the requirements of Health Building Note 00-08 in relation to advertising of legal services.	**All**
17.5 Without prejudice to SC17.4, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must not enter into, extend or renew any contractual arrangement under which a Legal Services Provider is permitted to provide, promote, arrange or advertise any legal service to Service Users, their relatives, Carers or Legal Guardians, whether: 17.5.1 at the Provider's Premises; or 17.5.2 on the Provider's website; or 17.5.3 through written material sent by the Provider to Service Users, their relatives, Carers or Legal Guardians, if and to the extent that that legal service would or might relate to or lead to the pursuit of a claim against the Provider, any other provider or any commissioner of NHS services.	**All**
17.6 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use all reasonable endeavours to ensure that no Legal Services Provider makes any unsolicited approach to any Service User or their relatives, Carer or Legal Guardian while at the Provider's Premises.	**All**

17.7	The Provider must ensure that supplies of appropriate sanitary products are available and are, on request, provided promptly to inpatient Service Users free of charge.	**A, MH, MHSS**
17.8	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use reasonable endeavours to ensure that the Provider's Premises are Smoke-free at all times.	**All**
17.9	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must complete 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.	**All**
17.10	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply, where applicable, with NHS Car Parking Guidance, and in particular 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.	**All**
SC18	**Green NHS and Sustainability**	
18.1	In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment and to deliver the commitments set out in Delivering a 'Net Zero' National Health Service.	**All**
18.2	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must maintain and deliver a Green Plan, approved by its Governing Body, in accordance with Green Plan Guidance and must: 18.2.1 provide an annual summary of progress on delivery of that plan to the Co-ordinating Commissioner; 18.2.2 nominate a Net Zero Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position; and 18.2.3 publish in its annual report quantitative progress data, covering as a minimum greenhouse gas emission in tonnes, emissions reduction projections and an overview of the Provider's strategy to deliver those reductions.	**All**
18.3	The Provider must have in place clear, detailed plans as to how it will contribute towards a 'Green NHS' with regard to Delivering a 'Net Zero' National Health Service commitments in relation to: 18.3.1 air pollution, and specifically how it will:	**All**

18.3.1.1 take action to reduce air pollution from fleet vehicles, transitioning as quickly as reasonably practicable to use exclusively Zero and Ultra-Low Emission Vehicles;

18.3.1.2 take action to phase out fossil fuels for primary heating and replace them with less polluting alternatives;

18.3.1.3 develop and operate expenses policies for Staff which promote sustainable travel choices;

18.3.1.4 ensure that any car leasing schemes for Staff (including salary sacrifice schemes) exclude High Emission Vehicles and promote Zero and Ultra-Low Emission Vehicles; and

18.3.1.5 develop plans to install electric vehicle charging infrastructure for fleet vehicles at the Provider's Premises;

18.3.2 climate change, and specifically how it will take action:

18.3.2.1 to reduce greenhouse gas emissions from the Provider's Premises in line with targets in Delivering a 'Net Zero' National Health Service;

18.3.2.2 in accordance with Good Practice, to reduce the carbon impacts from the use, or atmospheric release, of environmentally damaging gases such as nitrous oxide and fluorinated gases used as anaesthetic agents and as propellants in inhalers, including by appropriately reducing the proportion of desflurane to all volatile gases used in surgery to 5% or less by volume, through clinically appropriate prescribing of lower greenhouse gas emitting inhalers, by encouraging Service Users to return their inhalers to pharmacies for appropriate disposal; and

18.3.2.3 to adapt the Provider's Premises and the manner in which Services are delivered to reduce risks associated with climate change and severe weather;

18.3.3 single use plastic products and waste, and specifically how it will take action:

18.3.3.1 to reduce waste and water usage through best practice efficiency standards and adoption of new innovations;

18.3.3.2 to reduce avoidable use of single use plastic products;

18.3.3.3 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;

18.3.3.4 to reduce the use at the Provider's Premises of single-use plastic food and beverage containers, cups, covers and lids; and

	18.3.3.5 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.	
18.4	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must ensure that all electricity it purchases is from Renewable Sources.	**All**
18.5	The Provider must, in performing its obligations under this Contract: 18.5.1 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 and 18.5.2 (if it is an NHS Trust or an NHS Foundation Trust) adhere to the requirements set out in Taking Account of Social Value as if it were an In-Scope Organisation as defined in that publication.	**All**
SC19	**Food Standards and Sugar-Sweetened Beverages** **Food Standards**	
19.1	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**
19.2	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must, when procuring and/or negotiating contractual arrangements through which any potential or existing tenant, sub-tenant, licensee, contractor, concessionaire or agent will be required or permitted to sell food and drink from the Provider's Premises (and having taken appropriate public health advice), include in those contractual arrangements terms which require the relevant party to provide and promote healthy eating and drinking options (including outside normal working hours where relevant) and to adopt the full range of mandatory requirements in Government Buying Standards.	**All**
	Sales of Sugar-Sweetened Beverages	
19.3	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must: 19.3.1 where it itself offers for sale any Sugar-Sweetened Beverage at the Provider's Premises, ensure that sales of Sugar-Sweetened Beverages	**All**

account for no more than 10% by volume in litres of all beverages which it sells in any Contract Year; and 19.3.2 use all reasonable endeavours to ensure that, where any of its tenants, sub-tenants, licensees, contractors, concessionaires or agents offers for sale any Sugar-Sweetened Beverage at the Provider's Premises, sales of Sugar-Sweetened Beverages account for no more than 10% by volume in litres of all beverages sold by that tenant, sub-tenant, licensee, contractor, concessionaire or agent in any Contract Year.	
RECORDS AND REPORTING	
SC20 Service Development and Improvement Plan	
20.1 The Co-ordinating Commissioner and the Provider must agree an SDIP where required by and in accordance with Guidance.	**All**
20.2 The Co-ordinating Commissioner and the Provider may at any time agree an SDIP.	**All**
20.3 Any SDIP must be appended to this Contract at Schedule 6D (*Service Development and Improvement Plans*). The Commissioners and Provider must comply with their respective obligations under any SDIP. The Provider must report performance against any SDIP in accordance with Schedule 6A (*Reporting Requirements*).	**All**
SC21 Infection Prevention and Control and Staff Vaccination	
21.1 The Provider must:	
21.1.1 comply with the Code of Practice on the Prevention and Control of Infections and put in place and implement an infection prevention programme in accordance with it;	**All except 111**
21.1.2 nominate an Infection Prevention Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position;	**All except 111**
21.1.3 have regard to NICE guideline NG15 (*Antimicrobial stewardship: systems and processes for effective antimicrobial medicine use*); and	**All except 111**
21.1.4 have regard to the Antimicrobial Stewardship Toolkit for English Hospitals.	**A**
21.2 The Provider must ensure that all laboratory services (whether provided directly or under a Sub-Contract) comply with the UK Standards for Microbiology Investigations.	**All except 111**

21.3 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use all reasonable endeavours, consistent with good practice, to reduce its Broad-Spectrum Antibiotic Usage (measured in each case against the Broad-Spectrum Antibiotic Usage 2018 Baseline): 21.3.1 by 4.5% by 31 March 2023; and 21.3.2 by 6.5% by 31 March 2024; and must provide an annual report to the Co-ordinating Commissioner on its performance.	**A**
21.4 The Provider must use all reasonable endeavours to ensure that all frontline Staff in contact with Service Users are vaccinated against influenza and coronavirus.	**All**
SC22 Assessment and Treatment for Acute Illness 22.1 The Provider must implement the methodology described in NEWS 2 Guidance for assessment of acute illness severity for adult Service Users, ensuring that each adult Service User is monitored at the intervals set out in that guidance and that in respect of each adult Service User an appropriate clinical response to their NEW Score, as defined in that guidance, is always effected.	**A, AM**
22.2 The Provider must comply with Sepsis Implementation Guidance.	**A**
SC23 Service User Health Records 23.1 The Provider must accept transfer of, create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store, retain and destroy those records in accordance with Data Guidance, Records Management Code of Practice for Health and Social Care and in any event in accordance with Data Protection Legislation.	**All**
23.2 The Provider must: 23.2.1 if and as so reasonably requested by a Commissioner, whether during or after the Contract Term, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible; and 23.2.2 notwithstanding SC23.1, if and as so reasonably requested by a Commissioner at any time following the expiry or termination of this Contract, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner, or to the Commissioner itself, the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	**All**

23.3	The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.	**All except 111, PT**
	NHS Number	
23.4	Subject to and in accordance with Law and Guidance the Provider must: 23.4.1 ensure that the Service User Health Record includes the Service User's verified NHS Number; 23.4.2 use the NHS Number as the consistent identifier in all clinical correspondence (paper or electronic) and in all information it processes in relation to the Service User; and 23.4.3 be able to use the NHS Number to identify all Activity relating to a Service User; and 23.4.4 use all reasonable endeavours to ensure that the Service User's verified NHS Number is available to all clinical Staff when engaged in the provision of any Service to that Service User.	**All**
23.5	The Commissioners must ensure that each Referrer (except a Service User presenting directly to the Provider for assessment and/or treatment) uses the NHS Number as the consistent identifier in all correspondence in relation to a Referral.	**All**
	Information Technology Systems	
23.6	Subject to GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) the Provider must ensure that all Staff involved in the provision of urgent, emergency and unplanned care are able to view key Service User clinical information from GP records, whether via the Summary Care Records Service or a locally integrated electronic record system supplemented by the Summary Care Records Service.	**All**
23.7	The Provider must ensure that (subject to GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*)) all of its major clinical information technology systems enable clinical data to be accessible to other providers of services to Service Users as structured information through open interfaces in accordance with Open API Policy and Guidance and Care Connect APIs.	**All**
23.8	The Provider must ensure that its information technology systems comply with DCB0160 in relation to clinical risk management.	**All**

	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**
	Urgent Care Data Sharing Agreement	
23.10	The Provider must enter into an Urgent Care Data Sharing Agreement with the Commissioners and such other providers of urgent and emergency care services as the Co-ordinating Commissioner may specify, consistent with the requirements of GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) and otherwise on such terms as the Co-ordinating Commissioner may reasonably require.	**A, A+E, AM, 111, U**
	Health and Social Care Network	
23.11	The Provider must, where applicable, have appropriate access to the Health and Social Care Network and have terminated any remaining N3 services.	**All**
SC24	**NHS Counter-Fraud Requirements**	
24.1	The Provider must put in place and maintain appropriate measures to prevent, detect and investigate fraud, bribery and corruption, having regard to NHSCFA Requirements.	**All**
24.2	If the Provider: 24.2.1 is an NHS Trust; or 24.2.2 holds a Provider Licence (unless required to do so solely because it provides Commissioner Requested Services as designated by the Commissioners or any other commissioner) it must take the necessary action to meet NHSCFA Requirements, including in respect of reporting via the NHS fraud case management system.	**All**
24.3	If requested by the Co-ordinating Commissioner, or NHSCFA or any Regulatory or Supervisory Body, the Provider must allow a person duly authorised to act on behalf of NHSCFA, on behalf of any Regulatory or Supervisory Body or on behalf of any Commissioner to review, in line with the NHSCFA Requirements, the counter-fraud measures put in place by the Provider.	**All**

24.4 The Provider must implement any reasonable modifications to its counter-fraud arrangements required by a person referred to in SC24.3 in order to meet the NHSCFA Requirements within whatever time periods as that person may reasonably require.	**All**
24.5 On becoming aware of any suspected or actual bribery, corruption or fraud involving NHS-funded services, the Provider must promptly report the matter to its nominated Local Counter Fraud Specialist and to NHSCFA.	**All**
24.6 On the request of the Department of Health and Social Care, NHS England, NHSCFA, any Regulatory or Supervisory Body or the Co-ordinating Commissioner, the Provider must allow NHSCFA or any Local Counter Fraud Specialist nominated by a Commissioner, as soon as it is reasonably practicable and in any event not later than 5 Operational Days following the date of the request, access to: 24.6.1 all property, premises, information (including records and data) owned or controlled by the Provider; and 24.6.2 all Staff who may have information to provide, relevant to the detection and investigation of cases of bribery, fraud or corruption, directly or indirectly in connection with this Contract.	**All**
SC25 Other Local Agreements, Policies and Procedures 25.1 If requested by the Co-ordinating Commissioner or the Provider, the Co-ordinating Commissioner or the Provider (as the case may be) must within 5 Operational Days following receipt of the request send or make available to the other copies of any Services guide or other written agreement, policy, procedure or protocol implemented by any Commissioner or the Provider (as applicable).	**All**
25.2 The Co-ordinating Commissioner must notify the Provider and the Provider must notify the Co-ordinating Commissioner of any material changes to any items it has disclosed under SC25.1.	**All**
25.3 The Parties must comply with their respective obligations under the documents contained or referred to in Schedule 2G (*Other Local Agreements, Policies and Procedures*).	**All**
SC26 Clinical Networks, National Audit Programmes and Approved Research Studies 26.1 The Provider must: 26.1.1 participate in the Clinical Networks, programmes and studies listed in Schedule 2F (*Clinical Networks*);	**All except PT**

	26.1.2 participate in: 26.1.2.1 any national programme within the National Clinical Audit and Patient Outcomes Programme; 26.1.2.2 any other national clinical audit or clinical outcome review programme managed or commissioned by HQIP; and 26.1.2.3 any national programme included within the NHS England Quality Accounts List for the relevant Contract Year; relevant to the Services; and 26.1.3 make national clinical audit data available to support national publication of Consultant-level activity and outcome statistics in accordance with HQIP Guidance.	
26.2	The Provider must adhere to all protocols and procedures operated or recommended under the programmes and arrangements referred to in SC26.1, unless in conflict with existing protocols and procedures agreed between the Parties, in which case the Parties must review all relevant protocols and procedures and try to resolve that conflict.	**All except PT**
26.3	The Provider must put arrangements in place to facilitate recruitment of Service Users and Staff as appropriate into Approved Research Studies.	**All**
26.4	If the Provider chooses to participate in any Commercial Contract Research Study which is submitted to the Health Research Authority for approval, the Provider must ensure that that participation will be in accordance with the National Directive on Commercial Contract Research Studies, at a price determined by NIHR for each Provider in accordance with the methodology prescribed in the directive and under such other contractual terms and conditions as are set out in the directive.	**All**
26.5	The Provider must comply with HRA/NIHR Research Reporting Guidance, as applicable.	**All**
26.6	The Parties must comply with NHS Treatment Costs Guidance, as applicable.	**All**
SC27 Formulary		
27.1	Where any Service involves or may involve the prescribing of drugs, the Provider must: 27.1.1 ensure that its current Formulary is published and readily available on the Provider's website;	**A, CR, MH, MHSS, R**

27.1.2 ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and 27.1.3 make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.	
SC28 Information Requirements 28.1 The Parties acknowledge that the submission of complete and accurate data in accordance with this SC28 is necessary to support the commissioning of all health and social care services in England.	**All**
28.2 The Provider must: 28.2.1 provide the information specified in this SC28 and in Schedule 6A (*Reporting Requirements*): 28.2.1.1 with the frequency, in the format, by the method and within the time period set out or referred to in Schedule 6A (*Reporting Requirements*); and 28.2.1.2 as detailed in relevant Guidance; and 28.2.1.3 if there is no applicable time period identified, in a timely manner; 28.2.2 where and to the extent applicable, conform to all NHS information standards notices, data provision notices and information and data standards approved or published by the Secretary of State, NHS England or NHS Digital; 28.2.3 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner; 28.2.4 comply with Data Guidance issued by NHS England and NHS Digital and with Data Protection Legislation in relation to protection of patient identifiable data; 28.2.5 subject to and in accordance with Law and Guidance and any relevant standards issued by the Secretary of State, NHS England or NHS Digital, use the Service User's verified NHS Number as the consistent identifier of each record on all patient datasets; 28.2.6 comply with the Data Guidance and Data Protection Legislation on the use and disclosure of personal confidential data for other than direct care purposes; and 28.2.7 use all reasonable endeavours to optimise its performance under the Data Quality Maturity Index (where applicable) and must demonstrate its progress to the Co-ordinating Commissioner on an ongoing basis, through agreement and implementation of a Data Quality Improvement Plan or through other appropriate means.	**All**

28.3	The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.2 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.	**All**
28.4	The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not, without good reason, require the Provider: 28.4.1 to supply any information to any Commissioner locally where that information is required to be submitted centrally under SC28.2; or 28.4.2 where information is required to be submitted in a particular format under SC28.2, to supply that information in a different or additional format (but this will not prevent the Co-ordinating Commissioner from requesting disaggregation of data previously submitted in aggregated form); or 28.4.3 to supply any information to any Commissioner locally for which that Commissioner cannot demonstrate purpose and value in connection with the discharge of that Commissioner's statutory duties and functions.	**All**
28.5	The Provider and each Commissioner must ensure that any information provided to any other Party in relation to this Contract is accurate and complete.	**All**
	Counting and coding of Activity	
28.6	The Provider must ensure that each dataset that it provides under this Contract contains the ODS code and/or other appropriate identifier for the relevant Commissioner. The Parties must have regard to Commissioner Assignment Methodology Guidance and Who Pays? Guidance when determining the correct Commissioner code in activity datasets.	**All**
28.7	The Parties must comply with Guidance relating to clinical coding published by NHS Digital and with the definitions of Activity maintained under the NHS Data Model and Dictionary.	**All**
28.8	Where NHS Digital issues new or updated Guidance on the counting and coding of Activity and that Guidance requires the Provider to change its counting and coding practice, the Provider must: 28.8.1 as soon as reasonably practicable inform the Co-ordinating Commissioner in writing of the change it is making to effect the Guidance; and	**All**

28.8.2 implement the change on the date (or in the phased sequence of dates) mandated in the Guidance.	
28.9 Where any change in counting and coding practice required under SC28.8 is projected, once implemented, to have, or is found following implementation to have had, an impact on the Actual Annual Value of Services, the Parties must adjust the relevant Prices payable, 28.9.1 where the change is to be, or was, implemented within the Contract Year in which the relevant Guidance was issued by NHS Digital, in respect of the remainder of that Contract Year; and 28.9.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the relevant Guidance was issued by NHS Digital, in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.	**All**
28.10 Except as provided for in SC28.8, the Provider must not implement a change of practice in the counting and coding of Activity without the agreement of the Co-ordinating Commissioner.	**All**
28.11 Either the Co-ordinating Commissioner (on behalf of the Commissioners) or the Provider may at any time propose a change of practice in the counting and coding of Activity to render it compliant with Guidance issued by NHS Digital already in effect. The Party proposing such a change must give the other Party written notice of the proposed change at least 6 months before the date on which that change is proposed to be implemented.	**All**
28.12 The Party receiving notice of the proposed change of practice under SC28.11 must not unreasonably withhold or delay its agreement to the change.	**All**
28.13 Any change of practice proposed under SC28.11 and agreed under SC28.12 must be implemented on 1 April of the following Contract Year, unless the Parties agree a different date (or phased sequence) for its implementation.	**All**
28.14 Where any change in counting and coding practice proposed under SC28.11 and agreed under SC28.12 is projected, once implemented, to have, or is found following implementation to have had, an impact on the Actual Annual Value, the Parties must adjust the relevant Prices payable: 28.14.1 where the change is to be, or was, implemented within the Contract Year in which the change was proposed, in respect of the remainder of that Contract Year; and 28.14.2 in any event, in respect of the whole of the Contract Year following the Contract Year in which the change was proposed,	**All**

	in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.	
28.15	Where any change of practice in the counting and coding of Activity is implemented, the Provider and the Co-ordinating Commissioner must, working jointly and in good faith, use all reasonable endeavours to monitor its impact and to agree the extent of any adjustments to Prices which may be necessary under SC28.9 or SC28.14.	**All**
	Aggregation and disaggregation of information	
28.16	Information to be provided by the Provider under this SC28 and Schedule 6A (*Reporting Requirements*) and which is necessary for the purposes of SC36 (*Payment Terms*) must be provided: 28.16.1 to the Co-ordinating Commissioner in aggregate form; and/or 28.16.2 directly to each Commissioner in disaggregated form relating to its own use of the Services, as the Co-ordinating Commissioner may direct.	**All**
	SUS	
28.17	The Provider must submit commissioning data sets to SUS in accordance with SUS Guidance, where applicable. Where SUS is applicable, if: 28.17.1 there is a failure of SUS; or 28.17.2 there is an interruption in the availability of SUS to the Provider or to any Commissioner, the Provider must comply with Guidance issued by NHS England and/or NHS Digital in relation to the submission of the national datasets collected in accordance with this SC28 pending resumption of service, and must submit those national datasets to SUS as soon as reasonably practicable after resumption of service.	**All**
	Information Breaches	
28.18	If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify: 28.18.1 the nature of the Information Breach; and 28.18.2 the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), under SC28.19 if the Information Breach is not rectified within 5 Operational Days following service of that notice.	**All**

28.19	If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with SC28.18.2 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may (subject to SC28.21) instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), a reasonable and proportionate sum of up to 1% of the Expected Monthly Value or of the Actual Monthly Value, as applicable, in respect of the current month and then for each and every month until the Provider has rectified the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner.	**All**
28.20	The Commissioners or the Co-ordinating Commissioner (as appropriate) must continue to withhold any sums withheld under SC28.19 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners or the Co-ordinating Commissioner (as appropriate) must then pay the withheld sums to the Provider within 10 Operational Days. Subject to SC28.21 no interest will be payable by the Co-ordinating Commissioner to the Provider on any sum withheld under SC28.19.	**All**
28.21	If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under SC28.19 were withheld without justification, the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay to the Provider any sums wrongly withheld or retained and interest on those sums for the period for which those sums were withheld or retained. If the Co-ordinating Commissioner disputes the Provider's evidence the Provider may refer the matter to Dispute Resolution.	**All**
28.22	Any sums withheld under SC28.19 may be retained permanently if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of: 28.22.1 the date 3 months after the date of the notice served in accordance with SC28.18; 28.22.2 the termination of this Agreement; and 28.22.3 the Expiry Date. If any sums withheld by the Co-ordinating Commissioner on behalf of all Commissioners are to be retained permanently, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Expected Monthly Value or of the Actual Monthly Value for each month in respect of which those sums were withheld.	**All**
28.23	The aggregate of sums withheld in any month in respect of Information Breaches is not to exceed 5% of the Expected Monthly Value or of the Actual Monthly Value, as applicable.	**All**

	Data Quality Improvement Plan	
28.24	The Co-ordinating Commissioner and the Provider may at any time agree a Data Quality Improvement Plan (which must be appended to this Contract at Schedule 6B (*Data Quality Improvement Plans*)). Any Data Quality Improvement Plan must set out milestones to be met.	**All**
28.25	If an Information Breach relates to the National Requirements Reported Centrally the Parties must not by means of a Data Quality Improvement Plan agree the waiver or delay or foregoing of any withholding or retention under SC28.19 to which the Commissioners (or the Co-ordinating Commissioner on their behalf, as appropriate) would otherwise be entitled.	**All**
	MANAGING ACTIVITY AND REFERRALS	
	SC29 Managing Activity and Referrals	
29.1	The Commissioners and the Provider must each monitor and manage Activity and Referrals for the Services in accordance with this SC29 and the National Tariff.	**All**
29.2	The Parties must not agree or implement any action that would operate contrary to the NHS Choice Framework or so as to restrict or impede the exercise by Service Users or others of their legal rights to choice.	**All**
29.3	Subject to SC29.3A, the Commissioners must use all reasonable endeavours to: 29.3.1 procure that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme; 29.3.2 manage Referral levels in accordance with any Activity Planning Assumptions; and 29.3.3 notify the Provider promptly of any anticipated changes in Referral numbers.	**All except 111**
29.3A	In relation to 111 Services, SC29.3 will not apply, but the Commissioners must notify the Provider promptly of any anticipated changes in Referral numbers.	**111**
29.4	The Provider must: 29.4.1 comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in accordance with any Activity Planning Assumptions; and	**All**

	29.4.2 comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing patterns of Referrals.	
	Indicative Activity Plan	
29.5	The Parties may agree an Indicative Activity Plan for each Contract Year, either before the date of this Contract or (failing that) before the start of the relevant Contract Year, specifying the threshold for each activity (and those agreed thresholds may be zero). If the Parties have not agreed an Indicative Activity Plan before the start of any Contract Year an Indicative Activity Plan with an indicative activity of zero will be deemed to apply for that Contract Year.	**All**
29.6	The Indicative Activity Plan will comprise the aggregated Indicative Activity Plans of all of the Commissioners.	**All**
	Activity Planning Assumptions	
29.7	The Co-ordinating Commissioner must notify the Provider of any Activity Planning Assumptions for each Contract Year, specifying a threshold for each assumption, either before the date of this Contract or (failing that) before the start of the relevant Contract Year.	**All**
	Early Warning	
29.8	The Co-ordinating Commissioner must notify the Provider within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Commissioner's initial opinion as to its likely cause.	**All**
29.9	The Provider must notify the Co-ordinating Commissioner and the relevant Commissioner within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Provider's initial opinion as to its likely cause.	**All**
	Reporting and Monitoring Activity	
29.10	The Provider must submit an Activity and Finance Report to the Co-ordinating Commissioner in accordance with Schedule 6A (*Reporting Requirements*).	**All**
29.11	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against: 29.11.1 thresholds set out in any Indicative Activity Plan; and 29.11.2 thresholds set out in any Activity Planning Assumptions; and	**All**

	29.11.3 any previous Activity and Finance Reports, as appropriate.	
	Activity Management Meeting	
29.12	Following: 29.12.1 notification by the Co-ordinating Commissioner of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with SC29.8; or 29.12.2 notification by the Provider of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with SC29.9; or 29.12.3 the submission of any Activity and Finance Report in accordance with SC29.10 indicating variances against the thresholds set out in any Indicative Activity Plan and/or any breaches of the thresholds set out in any Activity Planning Assumptions and/or any unexpected or unusual patterns of Referrals and/or Activity (as appropriate); in relation to any Commissioner, either the Co-ordinating Commissioner or the Provider may issue to the other an Activity Query Notice.	**All**
29.13	The Co-ordinating Commissioner and the Provider must meet to discuss any Activity Query Notice within 10 Operational Days following its issue.	**All**
29.14	At that meeting the Co-ordinating Commissioner and the Provider must: 29.14.1 consider patterns of Referrals, of Activity and of the exercise by Service Users of their legal rights to choice; and 29.14.2 agree either: 29.14.2.1 that the Activity Query Notice is withdrawn; or 29.14.2.2 to hold a meeting to discuss Utilisation, in which case the provisions of SC29.15 will apply; or 29.14.2.3 to conduct a Joint Activity Review, in which case the provisions of SC29.16 to 29.20 will apply.	**All**
	Utilisation Review Meeting	
29.15	Within 10 Operational Days following agreement to hold a meeting under SC29.14, the Co-ordinating Commissioner and the Provider must meet: 29.15.1 to agree a plan to improve Utilisation and/or update any previously agreed plan; and	**All**

	29.15.2 to discuss any matter that either considers necessary in relation to Utilisation.	
	Joint Activity Review	
29.16	Within 10 Operational Days following agreement to conduct a Joint Activity Review under SC29.14, the Co-ordinating Commissioner and the Provider must meet: 29.16.1 to consider in further detail the matters referred to in SC29.14.1 and the causes of the unexpected or unusual pattern of Referrals and/or Activity; and 29.16.2 (if they consider it necessary or appropriate) to agree an Activity Management Plan.	**All**
29.17	The Co-ordinating Commissioner and the Provider should not agree an Activity Management Plan in respect of any unexpected or unusual pattern of Referrals and/or Activity which they agree was caused wholly or mainly by the exercise by Service Users of their rights to choice.	**All**
29.18	If the Co-ordinating Commissioner and the Provider fail to agree an Activity Management Plan at or within 10 Operational Days following the Joint Activity Review they must issue a joint notice to that effect to the Governing Body of the Provider and of each Commissioner. If the Co-ordinating Commissioner and the Provider have still not agreed an Activity Management Plan within 10 Operational Days following the date of the joint notice, either may refer the matter to Dispute Resolution.	**All**
29.19	The Parties must implement any Activity Management Plan agreed or determined in accordance with SC29.16 to 29.18 inclusive in accordance with its terms.	**All**
29.20	If any Party breaches the terms of an Activity Management Plan, the Commissioners or the Provider (as appropriate) may exercise any consequences set out in it.	**All**
	Prior Approval Scheme	
29.21	Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of the terms of any Prior Approval Scheme for that Contract Year. In determining whether to implement any new or replacement Prior Approval Scheme or to amend any existing Prior Approval Scheme, the Commissioners must have regard to the burden which Prior Approval Schemes may place on the Provider. The Commissioners must use reasonable endeavours to minimise the number of separate Commissioner-specific Prior Approval Schemes in relation to any individual condition or treatment. The terms of any Prior Approval Scheme may specify the information which the Provider must submit to the Commissioner about individual Service Users requiring or receiving treatment under that Prior Approval Scheme, including details of the scope of the information to be submitted	**All except AM, ELC, 111**

	and the format, timescale and process for submission (which may be paper-based or via specified electronic systems).	
29.22	The Provider must manage Referrals in accordance with the terms of any Prior Approval Scheme. If the Provider does not comply with the terms of any Prior Approval Scheme in providing a Service to a Service User, the Commissioners will not be liable to pay for the Service provided to that Service User.	**All except AM, ELC, 111**
29.23	If a Prior Approval Scheme imposes any obligation on a Provider that would operate contrary to the NHS Choice Framework: 29.23.1 that obligation will have no contractual force or effect; and 29.23.2 the Prior Approval Scheme must be amended accordingly; and 29.23.3 if the Provider provides any Service in accordance with the Prior Approval Scheme as amended in accordance with SC29.23.2 the relevant Commissioner will be liable to pay for that Service in accordance with SC36 (*Payment Terms*).	**All except AM, ELC, 111**
29.24	The Co-ordinating Commissioner may at any time during a Contract Year give the Provider not less than one month's notice in writing of any new or replacement Prior Approval Scheme, or of any amendment to an existing Prior Approval Scheme. That new, replacement or amended Prior Approval Scheme must be implemented by the Provider on the date set out in the notice, and will only be applicable to decisions to offer treatment made after that date.	**All except AM, ELC, 111**
29.25	Subject to the timely provision by the Provider of all of the information specified within a Prior Approval Scheme, the relevant Commissioner must respond within the Prior Approval Response Time Standard to any request for approval for treatment for an individual Service User. If the Commissioner fails to do so, it will be deemed to have given Prior Approval.	**All except AM, ELC, 111**
29.26	Each Commissioner and the Provider must use all reasonable endeavours to ensure that the design and operation of Prior Approval Schemes does not cause undue delay in Service Users accessing clinically appropriate treatment and does not place at risk achievement by the Provider of any Quality Requirement.	**All except AM, ELC, 111**
29.27	At the Provider's request in case of urgent clinical need or a risk to patient safety, and if approved by the Commissioner's medical director or clinical chair (that approval not be unreasonably withheld or delayed), the relevant Commissioner must grant retrospective Prior Approval for a Service provided to a Service User.	**All except AM, ELC, 111**

Evidence-Based Interventions Guidance 29.28 The Commissioners must use all reasonable endeavours to procure that, when making Referrals, Referrers comply with the Evidence-Based Interventions Guidance.	**A**
29.29 The Provider must manage Referrals and provide the Services in accordance with the Evidence-Based Interventions Guidance.	**A**
29.30 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 Guidance where applicable, for the aggregate number of Category 1 and Category 2 Interventions to be undertaken by the Provider of behalf of all Commissioners.	**A**
29.31 If the Provider carries out: 29.31.1 a Category 1 Intervention without evidence of an individual funding request having been approved by the relevant Commissioner; or 29.31.2 a Category 2 Intervention other than in accordance with the Evidence-Based Interventions Guidance, the relevant Commissioner will not be liable to pay for that Intervention.	**A**
EMERGENCIES AND INCIDENTS	
SC30 Emergency Preparedness, Resilience and Response 30.1 The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	**All**
30.2 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 30.2.1 the activation of its Incident Response Plan; 30.2.2 any risk, or any actual disruption, to CRS or Essential Services; and/or 30.2.3 the activation of its Business Continuity Plan.	**All**
30.3 The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under SC30.2.	**All**
30.4 The Provider must provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or the UK Health	**All**

	Security Agency in response to any national, regional or local public health emergency or incident.	
30.5	The right of any Commissioner to: 30.5.1 withhold or retain sums under GC9 (*Contract Management*)*;* and/or 30.5.2 suspend Services under GC16 (*Suspension*), will not apply if the relevant right to withhold, retain or suspend has arisen only as a result of the Provider complying with its obligations under this SC30.	**All**
30.6	The Provider must use reasonable endeavours to minimise the effect of an Incident or Emergency on the Services and to continue the provision of Elective Care and Non-elective Care notwithstanding the Incident or Emergency. If a Service User is already receiving treatment when the Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not: 30.6.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or 30.6.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.	**A**
30.7	Subject to SC30.6, if the impact of an Incident or Emergency is that the demand for Non-elective Care increases, and the Provider establishes to the satisfaction of the Co-ordinating Commissioner that its ability to provide Elective Care is reduced as a result, Elective Care will be suspended or scaled back as necessary for as long as the Provider's ability to provide it is reduced. The Provider must give the Co-ordinating Commissioner written confirmation every 2 calendar days of the continuing impact of the Incident or Emergency on its ability to provide Elective Care.	**A**
30.8	During or in relation to any suspension or scaling back of Elective Care in accordance with SC30.7: 30.8.1 GC16 (*Suspension*) will not apply to that suspension; 30.8.2 if requested by the Provider, the Commissioners must use their reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care; and 30.8.3 the Provider must continue to provide Non-elective Care (and any related Elective Care), subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Incident or Emergency (using that discretion in accordance with Good Practice).	**A**

30.9	If, despite the Provider complying fully with its obligations under this SC30, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of: 30.9.1 the identity of each Service User who has been transferred and the alternative provider; 30.9.2 the identity of each Service User who has not been but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider; 30.9.3 cancellations and postponements of admission dates; 30.9.4 cancellations and postponements of out-patient appointments; and 30.9.5 other changes in the Provider's list.	**A**
30.10	As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.	**A**
SC31	**Force Majeure: Service-specific provisions**	
31.1	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, flood or earthquake.	**AM, 111**
31.2	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**
31.3	Notwithstanding any other provision in this Contract, if the Provider is the Affected Party, it must ensure that all Service Users that it detains securely in accordance with the Law will remain in a state of secure detention as required by the Law.	**MHSS**
31.4	For the avoidance of doubt any failure or interruption of the National Telephony Service will be considered an event or circumstance beyond the Provider's reasonable control for the purpose of GC28 (*Force Majeure*).	**111**

SAFETY AND SAFEGUARDING	
SC32 Safeguarding Children and Adults 32.1 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**
32.2 The Provider must nominate: 32.2.1 Safeguarding Leads and/or named professionals for safeguarding children (including looked after children) and for safeguarding adults, in accordance with Safeguarding Guidance; 32.2.2 a Child Sexual Abuse and Exploitation Lead; 32.2.3 a Mental Capacity and Liberty Protection Safeguards Lead; and 32.2.4 a Prevent Lead, and must ensure that the Co-ordinating Commissioner is kept informed at all times of the identity of the persons holding those positions.	**All**
32.3 The Provider must comply with the requirements and principles in relation to the safeguarding of children, young people and adults, including in relation to deprivation of liberty safeguards, child sexual abuse and exploitation, domestic abuse, radicalisation and female genital mutilation (as relevant to the Services) set out or referred to in: 32.3.1 the 2014 Act and associated Guidance; 32.3.2 the 2014 Regulations; 32.3.3 the Children Act 1989 and the Children Act 2004 and associated Guidance; 32.3.4 the 2005 Act and associated Guidance; 32.3.5 the Modern Slavery Act 2015 and associated Guidance; 32.3.6 Safeguarding Guidance; 32.3.7 Child Sexual Abuse and Exploitation Guidance; 32.3.8 Prevent Guidance; and 32.3.9 the Domestic Abuse Act 2021.	**All**

32.4	The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with: 32.4.1 the Law and Guidance referred to in SC32.3; and 32.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.	**All**
32.5	The Provider must implement comprehensive programmes for safeguarding (including in relation to child sexual abuse and exploitation) and MCA training for all relevant Staff and must have regard to Intercollegiate Guidance in Relation to 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**
32.6	At the reasonable written request of the Co-ordinating Commissioner, and by no later than 10 Operational Days following receipt of that request, the Provider must provide evidence to the Co-ordinating Commissioner that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.	**All**
32.7	If requested by the Co-ordinating Commissioner, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.	**All**
32.8	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**
32.9	The Provider must: 32.9.1 include in its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy and the Prevent Guidance; and 32.9.2 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 in Relation to Safeguarding Training.	**All**
SC33 Incidents Requiring Reporting 33.1	The Provider must comply with the arrangements for notification of deaths and other incidents to CQC, in accordance with CQC Regulations and Guidance (where applicable), and to any other relevant Regulatory or Supervisory Body, any	**All**

	NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body, in accordance with Good Practice and the Law.	
33.2	The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, or any framework which replaces them, as applicable. 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**
33.3	The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 6C (*Incidents Requiring Reporting Procedure*) and under Schedule 6A (*Reporting Requirements*).	**All**
33.4	If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule 6C (*Incidents Requiring Reporting Procedure*) and in Schedule 6A (*Reporting Requirements*).	**All**
33.5	The Commissioners will have complete discretion (subject only to the Law) to use the information provided by the Provider under this SC33, Schedule 6C *(Incidents Requiring Reporting Procedure*) and Schedule 6A (*Reporting Requirements*) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.	**All**
33.6	The Provider must have in place arrangements to ensure that it can: 33.6.1 receive National Patient Safety Alerts; and 33.6.2 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**
33.7	The Provider must 33.7.1 designate one or more Patient Safety Specialists; and 33.7.2 ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position.	**All**

SC34 Care of Dying People and Death of a Service User		
34.1	The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with SCCI 1580 (Palliative Care Co-ordination: Core Content) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	**All**
34.2	The Provider must maintain and operate a Death of a Service User Policy.	**All**
SC35 Duty of Candour		
35.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	**All**
35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	**All**
35.3	If the Provider fails to comply with any of its obligations under SC35.2 the Co-ordinating Commissioner may: 35.3.1 notify the CQC of that failure; and/or 35.3.2 require the Provider to provide the Relevant Person with a formal, written apology and explanation for that failure, signed by the Provider's chief executive and copied to the relevant Commissioner; and/or 35.3.3 require the Provider to publish details of that failure prominently on the Provider's website.	**All**
PAYMENT TERMS		
SC36 Payment Terms **Payment Principles**		
36.1	Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the National Tariff, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.	**All**
36.2	To avoid any doubt, the Provider will be entitled to be paid for Services delivered during the continuation of:	**All**

36.2.1 any Incident or Emergency, except as otherwise provided or agreed under SC30 (*Emergency Preparedness, Resilience and Response*); and 36.2.2 any Event of Force Majeure, except as otherwise provided or agreed under GC28 (*Force Majeure*).	
Prices 36.3 The Prices payable by the Commissioners under this Contract will be: 36.3.1 for any Service for which the National Tariff mandates a National Price: 36.3.1.1 the National Price; or 36.3.1.2 the National Price as modified by a Local Variation; or 36.3.1.3 (subject to SC36.16 to 36.20 (*Local Modifications*)) the National Price as modified by a Local Modification approved or granted by NHS England, for the relevant Contract Year; or 36.3.2 for any Service for which the National Tariff does not mandate a National Price, either: 36.3.2.1 where the Aligned Payment and Incentive Rules apply, the price agreed in accordance with the Aligned Payment and Incentive Rules; or 36.3.2.2 where the Aligned Payment and Incentive Rules do not apply: 36.3.2.2.1 the Unit Price; or 36.3.2.2.2 the Unit Price as modified by an agreed local departure; or 36.3.2.2.3 the Local Price as applicable, for the relevant Contract Year.	**All**
Local Prices 36.4 The Co-ordinating Commissioner and the Provider may agree a Local Price for one or more Contract Years or for the duration of the Contract. In respect of a Local Price agreed for more than one Contract Year the Co-ordinating Commissioner and the Provider may agree and document in Schedule 3A (*Local Prices*) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. Any adjustment mechanism must require the Co-ordinating Commissioner and the Provider to have regard to the efficiency and cost adjustments set out in the National Tariff where applicable.	**All**

36.5	Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff where applicable.	**All**
36.6	The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Schedule 3A (*Local Prices*). Where no adjustment mechanism has been agreed, the Co-ordinating Commissioner and the Provider must review and agree before the start of each Contract Year the Local Price to apply to the following Contract Year, having regard to the efficiency and cost adjustments set out in the National Tariff where applicable. In either case the Local Price as adjusted or agreed will apply to the following Contract Year.	**All**
36.7	If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Price for the following Contract Year by the date 2 months before the start of that Contract Year, or there is a dispute as to the application of any agreed adjustment mechanism, either may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	**All**
36.8	If on or following completion of the mediation process the Co-ordinating Commissioner and the Provider still cannot agree any Local Price for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co-ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice.	**All**
36.9	If any Local Price has not been agreed or determined in accordance with SC36.6 and 36.7 before the start of a Contract Year then the Local Price will be that which applied for the previous Contract Year increased or decreased in accordance with the efficiency and cost adjustments set out in the National Tariff where applicable. The application of these prices will not affect the right to terminate this Contract as a result of non-agreement of a Local Prices under SC36.8.	**All**
36.10	All Local Prices and any annual adjustment mechanism agreed in respect of them must be recorded in Schedule 3A (*Local Prices*). Where the Co-ordinating Commissioner and the Provider have agreed to depart from an applicable national currency that agreement must be submitted by the Co-ordinating Commissioner to NHS England in accordance with the National Tariff.	**All**
	Local Variations	
36.11	The Co-ordinating Commissioner and the Provider may agree a Local Variation for one or more Contract Years or for the duration of this Contract.	**All**
36.12	The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	**All**

36.13	If the Co-ordinating Commissioner and the Provider agree any Local Variation for a period less than the duration (or remaining duration) of this Contract, the relevant Price must be reviewed before the expiry of the last Contract Year to which the Local Variation applies.	**All**
36.14	If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Variation to apply to the following Contract Year, the Price payable for the relevant Service for the following Contract Year will be the National Price.	**All**
36.15	Each Local Variation must be recorded in Schedule 3B (*Local Variations*), submitted by the Co-ordinating Commissioner to NHS England in accordance with the National Tariff and published in accordance with section 116(3) of the 2012 Act.	**All**
	Local Modifications	
36.16	The Co-ordinating Commissioner and the Provider may agree (or NHS England may determine) a Local Modification in accordance with the National Tariff.	**All**
36.17	Any Local Modification agreed and proposed by the Co-ordinating Commissioner and the Provider must be submitted for approval by NHS England in accordance with the National Tariff. If NHS England approves the application, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS England's notice of approval. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS England's approval of an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price as modified by the Local Modification submitted to NHS England.	**All**
36.18	If the Co-ordinating Commissioner and the Provider have failed to agree and propose a Local Modification, the Provider may apply to NHS England to determine a Local Modification. If NHS England determines a Local Modification, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS England 's notice of decision. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS England's determination of a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15).	**All**
36.19	If NHS England has refused to approve an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may be agreed in accordance with SC36.11 to 36.15), and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15). If NHS England	**All**

	has refused an application by the Provider for a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15).	
36.20	Each Local Modification agreement and each application for determination of a Local Modification must be submitted to NHS England in accordance with section 124 or section 125 of the 2012 Act (as appropriate) and the National Tariff. Each Local Modification agreement and each Local Modification approved or determined by NHS England must be recorded in Schedule 3C (*Local Modifications*).	**All**
	Aligned Payment and Incentive Rules	
36.21	Where the Aligned Payment and Incentive Rules apply, the matters referred to in rules 2 and 3 of the Aligned Payment and Incentive Rules must be agreed in respect of the relevant Commissioner(s) and recorded in Schedule 3D (*Aligned Payment and Incentive Rules).*	**All**
36.22	Not used.	
	Aggregation and Disaggregation of Payments	
36.23	The Co-ordinating Commissioner may make or receive all (but not only some) of the payments due under SC36 in aggregate amounts for itself and on behalf of each of the Commissioners provided that it gives the Provider 20 Operational Days' written notice of its intention to do so. These aggregated payments will not prejudice any immunity from liability of the Co-ordinating Commissioner, or any rights of the Provider to recover any overdue payment from the relevant Commissioners individually. However, they will discharge the separate liability or entitlement of the Commissioners in respect of their separate Services. To avoid doubt, notices to aggregate and reinstate separate payments may be repeated or withdrawn from time to time. Where notice has been given to aggregate payments, references in SC36 to "a Commissioner", "the Commissioner" or "each Commissioner" are where appropriate to be read as referring to the Co-ordinating Commissioner.	**All**
	Payment where the Parties have agreed an Expected Annual Contract Value	
36.24	Each Commissioner must make payments on account to the Provider in accordance with the following provisions of SC36.25, or if applicable SC36.26 and 36.27.	**All**
36.25	The Provider must supply to each Commissioner a monthly invoice on the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth (or other such proportion as may be specified in Schedule 3F (*Expected Annual Contract Values*)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by	**All**

	the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.	
36.26	If the Service Commencement Date is not 1 April the timing and amounts of the payments for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**All**
36.27	If the Expiry Date is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to the Expiry Date and ending on the Expiry Date will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**All**
	Reconciliation where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services	
36.28	Where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, in order to confirm the actual sums payable for the Services delivered the Provider must provide a separate reconciliation account for each Commissioner for each Quarter showing the sum equal to the Prices for all relevant Services delivered and completed in that Quarter. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and must be sent by the Provider to the relevant Commissioner by the First Quarterly Reconciliation Date for the Quarter to which it relates.	**All**
36.29	Not used.	
36.30	The Provider must send to each Commissioner a final reconciliation account for each Quarter within 5 Operational Days after the Final Quarterly Reconciliation Date for that Quarter. The final reconciliation account must either be agreed by the relevant Commissioner, or be wholly or partially contested by the relevant Commissioner in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a final reconciliation account.	**All**
	Reconciliation for Services where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services	
36.31	Where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services, in order to confirm the actual sums payable for delivered Services the Provider must provide a separate reconciliation account for each Commissioner for each Quarter (unless otherwise agreed by the Parties in writing in accordance with the National Tariff), showing the sum equal to the Prices for all relevant Services delivered and completed in that Quarter. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and sent by the Provider to the relevant Commissioner within 20 Operational Days after the end of the Quarter to which it relates.	**All**

36.32	Each Commissioner and Provider must either agree the reconciliation account produced in accordance with SC36.31 or wholly or partially contest the reconciliation account in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	**All**
	Other aspects of reconciliation for all Prices where the Parties have agreed an Expected Annual Value	
36.33	For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	**All**
36.34	Each Commissioner's agreement of a reconciliation account or agreement of a final reconciliation account as the case may be (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner to the Provider or by the Provider to the relevant Commissioner, as appropriate. The Provider must supply to the Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or issue of the credit note.	**All**
	Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS applies to some or all of the Services	
36.35	Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must issue a Quarterly invoice within 5 Operational Days after the Final Quarterly Reconciliation Date for that Quarter to each Commissioner in respect of those Services provided for that Commissioner in that Quarter. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
36.35A	Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider (if it is not an NHS Trust or an NHS Foundation Trust) must issue a monthly invoice within 5 Operational Days after the Final Monthly Reconciliation Date for that month to each Commissioner in respect of those Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
	Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS does not apply to any of the Services	
36.36	Where SUS does not apply to any of the Provider's Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must issue a Quarterly invoice within 20 Operational Days after the end of each Quarter to each Commissioner in respect	**All**

	of all Services provided for that Commissioner in that Quarter. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	
36.36A	Where SUS does not apply to any of the Provider's Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is not an NHS Trust or an NHS Foundation Trust) must issue a monthly invoice within 20 Operational Days after the end of each month to each Commissioner in respect of all Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
36.37	Not used.	
36.38	Not used.	
	GENERAL PROVISIONS	
	Statutory and Other Charges	
36.39	Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.	**All except 111**
36.40	The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.	**All except 111**
36.41	The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly: 36.41.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and the Overseas Visitor Charging Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to Chargeable Overseas Visitors to the Department of Health and Social Care; 36.41.2 if the Provider has failed to take all reasonable steps to: 36.41.2.1 identify a Chargeable Overseas Visitor; or 36.41.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,	**All**

	no Commissioner will be liable to make any payment to the Provider in respect of any Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Provider must refund it to the relevant Commissioner; 36.41.3 (subject to SC36.41.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate contribution on account for all Services delivered by the Provider in accordance with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner; 36.41.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance); 36.41.5 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another state, including the overseas visitors treatment portal; and 36.41.6 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have been reported through the overseas visitors treatment portal.	
36.42	In its performance of this Contract the Provider must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Contract, the Law and/or Guidance.	**All**
	Patient Pocket Money	
36.43	The Provider must administer and pay all Patient Pocket Money to which a Service User is entitled to that Service User in accordance with Good Practice and the local arrangements that are in place and the relevant Commissioner must reimburse the Provider within 20 Operational Days following receipt of an appropriate invoice any Patient Pocket Money correctly administered and paid to the Service User.	**MH, MHSS**

VAT 36.44 Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.	**All**
Contested Payments 36.45A Once the Provider has submitted Activity data to SUS in respect of a given month, each Commissioner may raise with the Provider any validation queries it has in relation to that data, and the Provider must answer those queries promptly and fully. The Parties must use all reasonable endeavours to resolve any queries by the Post Reconciliation Monthly Inclusion Date.	**All**
36.45 If a Party contests all or any part of any payment calculated in accordance with this SC36: 36.45.1 the contesting Party must (as appropriate): 36.45.1.1 within 5 Operational Days of the receipt of the reconciliation account in accordance with SC36.31, or the final reconciliation account in accordance with SC36.30 (as appropriate); or 36.45.1.2 within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.35 or 36.36, notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and 36.45.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and 36.45.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.45.1, the contesting Party must refer the matter to Dispute Resolution, and following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC36.45, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	**All**
Interest on Late Payments 36.46 Subject to any express provision of this Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will	**All**

	be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the date after the date on which payment was due up to and including the date of payment.	
	Set Off	
36.47	Whenever any sum is due from one Party to another as a consequence of reconciliation under this SC36 or Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.	**All**
	Invoice Validation	
36.48	The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.	**All**
	Submission of Invoices	
36.49	The Provider must submit all invoices via the e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.	**All**
	QUALITY REQUIREMENTS	
	SC37 Local Quality Requirements	
37.1	The Parties must comply with their duties under the Law to improve the quality of clinical and/or care services for Service Users, having regard to Guidance.	**All**
37.2	Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under the Provider Licence (if any) or required by any relevant Regulatory or Supervisory Body.	**All**
37.3	Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements that are to apply in respect of that Contract Year. In order to secure continual improvement in the quality of the Services, those Local Quality Requirements must not, except in exceptional circumstances, be lower or less onerous than those for the previous Contract Year. The Co-ordinating Commissioner and the Provider must give effect to those revised Local Quality Requirements a by means of a Variation (and, where revised Local Quality Requirements are in respect of a Service to which a National Price applies and if appropriate, a Local Variation in accordance with SC36.11 to 36.15 (*Local Variations*)).	**All**

37.4 If revised Local Quality Requirements cannot be agreed between the Parties, the Parties must refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	**All**
SC38 CQUIN 38.1 Where and as required by the Aligned Payment and Incentive Rules and by CQUIN Guidance: 38.1.1 the Parties must implement a performance incentive scheme in accordance with the Aligned Payment and Incentive Rules and with CQUIN Guidance for each Contract Year or the appropriate part of it; and 38.1.2 if the Provider has satisfied a CQUIN Indicator, a CQUIN Payment calculated in accordance with CQUIN Guidance will be payable by the relevant Commissioners to the Provider in accordance with Schedule 3E (*CQUIN*).	**All**
CQUIN Performance Report 38.2 The Provider must submit to the Co-ordinating Commissioner a CQUIN Performance Report at the frequency and otherwise in accordance with the National Requirements Reported Locally.	**All**
38.3 The Co-ordinating Commissioner must review and discuss with each Commissioner the contents of each CQUIN Performance Report.	**All**
38.4 If any Commissioner wishes to challenge the content of any CQUIN Performance Report (including the clinical or other supporting evidence included in it) the Co-ordinating Commissioner must serve a CQUIN Query Notice on the Provider within 10 Operational Days of receipt of the CQUIN Performance Report.	**All**
38.5 In response to any CQUIN Query Notice the Provider must, within 10 Operational Days of receipt, either: 38.5.1 submit a revised CQUIN Performance Report (including, where appropriate, further supporting evidence); or 38.5.2 refer the matter to Dispute Resolution.	**All**

38.6	If the Provider submits a revised CQUIN Performance Report in accordance with SC38.5, the Co-ordinating Commissioner must, within 10 Operational Days of receipt, either: 38.6.1 accept the revised CQUIN Performance Report; or 38.6.2 refer the matter to Dispute Resolution.	**All**
	Reconciliation	
38.7	Within 20 Operational Days following the later of: 38.7.1 the end of the Contract Year; and 38.7.2 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year, the Provider must submit a CQUIN Reconciliation Account to the Co-ordinating Commissioner.	**All**
38.8	Within 5 Operational Days of receipt of either the CQUIN Reconciliation Account under SC38.7, the Co-ordinating Commissioner must either agree it or wholly or partially contest it in accordance with SC38.10. The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under SC38.7 must not be unreasonably withheld or delayed.	**All**
38.9	The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under SC38.7 will trigger a reconciliation payment by each relevant Commissioner to the Provider or by the Provider to each relevant Commissioner (as appropriate). The Provider must supply to each Commissioner a credit note within 5 Operational Days of the agreement and payment must be made within 10 Operational Days following issue of the credit note.	**All**
38.10	If the Co-ordinating Commissioner contests either the CQUIN Reconciliation Account or the reconciliation statement: 38.10.1 the Co-ordinating Commissioner must within 5 Operational Days notify the Provider accordingly, setting out in reasonable detail the reasons for contesting the account, and in particular identifying which elements are contested and which are not contested; 38.10.2 any uncontested amount identified in either the CQUIN Reconciliation Account under SC38.7 or the reconciliation statement under SC38.11 must be paid in accordance with this SC38.10 by the Provider; and 38.10.3 if the matter has not been resolved within 20 Operational Days following the date of notification under SC38.10.1, either the Provider or the Co-ordinating Commissioner may refer the matter to Dispute Resolution,	**All**

	and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC38.10, if any amount is agreed or determined to be payable the Provider must immediately issue a credit note for that amount. The Provider must immediately pay the amount due to together with interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	
	PROCUREMENT OF GOODS AND SERVICES	
SC39	**Procurement of Good and Services**	
39.1	The provisions of SC39.2 – 39.4 below apply to NHS Trusts and to NHS Foundation Trusts only.	**All**
	Nominated Supply Agreements	
39.2	The Co-ordinating Commissioner has (if so recorded in Schedule 2G (*Other Local Agreements, Policies and Procedures*)) given notice, and/or may at any time give reasonable written notice, requiring the Provider to purchase (and to ensure that any Sub-Contractor purchases) a device or devices listed in the High Cost Devices and Listed Procedures tab, or a drug or drugs listed in the High Cost Drugs tab, or an innovation or technology listed in the Listed Innovations and Technologies tab, at Annex A to the National Tariff, and used in the delivery of the Services, from a supplier, intermediary or via a framework listed in that notice. The Provider must purchase (and must ensure that any Sub-Contractor which is an NHS Trust or an NHS Foundation Trust must purchase) any adalimumab used in delivery of the Services via and in accordance with the Adalimumab Framework. The Provider will not be entitled to payment for any such item purchased and used in breach of this SC39.2 and/or such a notice.	**A, A+E, CR, R**
	Nationally Contracted Products Programme	
39.3	The Provider must use all reasonable endeavours to co-operate with NHS England and NHS Supply Chain to implement in full the requirements of the Nationally Contracted Products Programme.	**All**
	National Ambulance Vehicle Specification	
39.4	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 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	**AM**

	39.4.2 place its order via and in accordance with a Compliant Ambulance Vehicle Supply Contract.	
	National Genomic Test Directory	
39.5	Where, in the course of providing the Services, the Provider or any Sub-Contractor requires a sample taken from a Service User to be subject to a genomic laboratory test listed in the National Genomic Test Directory, that sample must be submitted to the appropriate Genomic Laboratory Hub commissioned by NHS England to arrange and/or perform the relevant test. Each submission of a sample must be made in accordance with the criteria for ordering tests set out in the National Genomic Test Directory.	**A+E, A, CR, CS, D, MH, MHSS, R**

ANNEX A National Quality Requirements

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	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/	Month	A
E.B.S.4	Zero tolerance RTT waits over 104 weeks for incomplete pathways	From 1 July 2022 >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/	Ongoing	A
	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/	Month	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	Operating standard of 95%	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/	Month	A+E U

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	their arrival at an A+E department		statistical-work-areas/ae-waiting-times-and-activity/		
E.B.S.5	Waits in A+E from arrival to discharge, admission or transfer	Operating standard of no more than 2% waiting more than 12 hours	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhs-standard-contract/	Monthly	A+E
	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	A CR R
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first	Operating standard of 96%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/	Quarter	A CR R

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	definitive treatment for all cancers		statistical-work-areas/cancer-waiting-times/		
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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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 National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waiting-times/	Quarter	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	Operating standard of 90%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/	Quarter	A CR R

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	definitive treatment for all cancers		statistical-work-areas/cancer-waiting-times/		
	Cancer				
	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 (Specialised services only)	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)	National Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Ongoing	CR
	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 (Specialised services only)	Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)	National Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Ongoing	CR
	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/	Quarter	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/	Quarter	AM

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
			statistical-work-areas/ambulance-quality-indicators/		
	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/	Quarter	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/	Quarter	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/	Quarter	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/	Quarter	AM
	Ambulance service handover times				
E.B.S.7	Handovers between ambulance and A+E	Operating standard of • 100% within 60 minutes • 95% within 30 minutes	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhs-standard-contract/	Ongoing	A+E

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
		• 65% within 15 minutes			
E.B.S.8	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 2 at https://www.england.nhs.uk/nhs-standard-contract/	Ongoing	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/	Ongoing	A CR MH
	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/	Ongoing	A CR
E.B.S.6	No urgent operation should be cancelled for a second time	>0	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhs-standard-contract/	Ongoing	A CR

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	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 (note – this standard does not apply to specialised mental health services commissioned by NHS England)	Operating standard of 80%	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhs-standard-contract/	Quarter	MH
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/	Quarter	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/operational-planning-and-contracting/	Quarter	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	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	entering a course of IAPT treatment				
	Where the Provider provides Services for children and young people with an eating disorder, the percentage of Service Users designated as urgent cases who access NICE concordant treatment within one week.	Operating standard of 95%	See Access and Waiting Time Standard for Children and Young People with an Eating Disorder (https://www.england.nhs.uk/wp-content/uploads/2015/07/cyp-eating-disorders-access-waiting-time-standard-comm-guid.pdf)	Quarter	MH, MHSS
	Where the Provider provides Services for children and young people with an eating disorder, the percentage of Service Users designated as routine cases who access NICE concordant treatment within four weeks.	Operating standard of 95%	See Access and Waiting Time Standard for Children and Young People with an Eating Disorder (https://www.england.nhs.uk/wp-content/uploads/2015/07/cyp-eating-disorders-access-waiting-time-standard-comm-guid.pdf)	Quarter	MH, MHSS
	Patient safety				
E.A.S.4	Zero tolerance methicillin-resistant *Staphylococcus aureus*	>0	See https://www.england.nhs.uk/patient-safety/healthcare-associated-infections/	Ongoing	A
E.A.S.5	Minimise rates of Clostridium difficile (NHS Trusts / FTs only)	As published by NHS England at https://www.england.nhs.uk/patient-safety/healthcare-associated-infections/	See https://www.england.nhs.uk/patient-safety/healthcare-associated-infections/	Year	A
	Minimise rates of gram-negative bloodstream infections (NHS Trusts / FTs only)	As published by NHS England at https://www.england.	See https://www.england.nhs.uk/patient-	Year	A

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
		nhs.uk/patient-safety/healthcare-associated-infections/	safety/healthcare-associated-infections/		
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE	95% (based on a sample of 100 Service Users each Quarter)	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhs-standard-contract/	Quarter	A
	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 2 at https://www.england.nhs.uk/nhs-standard-contract/	Quarter	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 2 at https://www.england.nhs.uk/nhs-standard-contract/	Quarter	A
	Duty of candour				
	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	Ongoing	All

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	Community				
	Community health services two-hour urgent response standard	Operating standard of 70% from 1 January 2023	See: *Community health services two-hour crisis response standard guidance*, available at https://www.england.nhs.uk/publication/community-health-services-two-hour-crisis-response-standard-guidance/; and *Urgent community response – two-hour and two-day response standards: 2020/21 technical data guidance,* available at https://www.england.nhs.uk/coronavirus/publication/urgent-community-response-two-hour-and-two-day-response-standards-2020-21-technical-data-guidance/	Quarterly	CS

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

ANNEX B Provider Data Processing Agreement

*This **Provider Data Processing Agreement** applies only where the Provider is appointed to act as a Data Processor under this Contract.*

1. SCOPE

1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.

1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this **Provider Data Processing Agreement, which incorporates Schedule 6F to the Particulars** .

1.3 This **Provider Data Processing Agreement** applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this **Provider Data Processing Agreement**, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.

2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.

2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this **Provider Data Processing Agreement**:

(a) process that Personal Data only in accordance with this **Provider Data Processing Agreement** (and in particular **Schedule 6F**), unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature, scope, context and purposes of processing the data to be protected;

(ii) likelihood and level of harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this **Provider Data Processing Agreement** (and in particular **Schedule 6F**);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Provider's duties under this paragraph;

(B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).

(d) not transfer Personal Data outside of the UK unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:

(i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and

(iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;

(e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;

(f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and

(g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this **Provider Data Processing Agreement**, it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;

(d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this **Provider Data Processing Agreement**);

(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

(f) becomes aware of or reasonably suspects a Data Loss Event; or

(g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.

2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:

(a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;

(c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;

(d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC15 *(Governance, Transaction Records and Audit),* the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.

2.10 For the avoidance of doubt the provisions of GC12 *(Assignment and Sub-Contracting)* apply to the delivery of any Data Processing Services.

2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this **Provider Data Processing Agreement**, the Provider must:

(a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Co-ordinating Commissioner;

(c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;

(d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this **Provider Data Processing Agreement** and in any event includes the requirements set out at GC21.16.3; and

(e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.

2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this **Provider Data Processing Agreement**, containing:

(a) the categories of processing carried out under this **Provider Data Processing Agreement**;

(b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

(c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this **Provider Data Processing Agreement**; and

(d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.

2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.

2.14 The Provider must comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018.

2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.

2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.

2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

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