



NHS Standard Contract 2019/20 Particulars (Full Length)

Contract title / ref:

NHS Standard Contract 2019/20

Particulars (Full Length)

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Contract Reference	ONPOS19/20
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DATE OF CONTRACT	[DATE OF SIGNATURE TO BE ADDED HERE]
SERVICE COMMENCEMENT DATE	1st April 2019
CONTRACT TERM	1 Year Subject to extension in accordance with Schedule 1C where applicable
COMMISSIONERS	NHS South Eastern Hampshire CCG CommCen Fort Southwick, James Callaghan Drive Fareham Hampshire PO17 6AR UK NHS Fareham & Gosport CCG CommCen Fort Southwick, James Callaghan Drive Fareham Hampshire PO17 6AR UK
CO-ORDINATING COMMISSIONER	NHS South Eastern Hampshire CCG CommCen Fort Southwick, James Callaghan Drive Fareham Hampshire PO17 6AR UK
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

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SERVICE CONDITIONS

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- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice and Referral
- SC7 Withholding and/or Discontinuation of Service
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- SC10 Personalised Care
- SC11 Transfer of and Discharge from Care; Communication with GPs
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC14 Pastoral, Spiritual and Cultural Care
- SC15 Urgent Access to Mental Health Care
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- SC17 Services Environment and Equipment
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- SC19 Food Standards and Sugar-Sweetened Beverages
- SC20 Service Development and Improvement Plan
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- SC22 Assessment and Treatment for Acute Illness
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- SC25 Procedures and Protocols
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- SC34 Care of Dying People and Death of a Service User
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements and Quality Incentive Scheme
- SC38 Commissioning for Quality and Innovation (CQUIN)
- SC39 Procurement of Goods and Services

GENERAL CONDITIONS

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC6 Intentionally Omitted
- GC7 Intentionally Omitted
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
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- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC34 Exclusion of Partnership
- GC35 Non-Solicitation
- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

CONTRACT

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**;
2. the **Service Conditions (Full Length)**;
3. the **General Conditions (Full Length)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by

.....
Signature

**David Bailey for
and on behalf of
NHS South Eastern Hampshire CCG
And NHS Fareham & Gosport CCG**

.....
Deputy Chief Finance Officer
.....
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for
and on behalf of
[INSERT PROVIDER NAME]**

.....
Title
.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 st april 2019
Expected Service Commencement Date	1 st April 2019
Longstop Date	30 th June 2019
Service Commencement Date	[DATE OF SIGNATURE]
Contract Term	1 Year
Option to extend Contract Term	NO
Commissioner Notice Period (for termination under GC17.2)	6 Months
Commissioner Earliest Termination Date	6 months after the Service Commencement Date
Provider Notice Period (for termination under GC17.3)	6 Months
Provider Earliest Termination Date	6 months after the Service Commencement Date

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency (A+E)	No
Acute Services (A)	No
Ambulance Services (AM)	No
Cancer Services (CR)	No
Continuing Healthcare Services (CHC)	No
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	No
End of Life Care Services (ELC)	No
Mental Health and Learning Disability Services (MH)	No
Mental Health and Learning Disability Secure Services (MHSS)	No
NHS 111 Services (111)	No
Patient Transport Services (PT)	No
Radiotherapy Services (R)	No
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	No
Services commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	NO
Service Requirements	
Indicative Activity Plan	NO
Activity Planning Assumptions	NO
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	NO
Prior Approval Response Time Standard	Not applicable
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	NO

Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?	NO
PAYMENT	
Expected Annual Contract Value Agreed	NO
Must data be submitted to SUS for any of the Services?	NO
QUALITY	
Provider type	Other - Pharmacy-delivered Community Services Provider
Clostridium difficile Baseline Threshold (Acute Services only)	Not applicable
GOVERNANCE AND REGULATORY	
Nominated Mediation Body	In accordance with clause GC14 TBC - A member of Chartered Institute of Arbitrators http://www.ciarb.org/
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Deprivation of Liberty Lead	[] Email: [] Tel: []

Provider's Prevent Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
Provider's UEC DoS Contact	Not applicable
Commissioners' UEC DoS Leads	Not applicable
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: [] Jon Durand Lead Pharmacist NHS Fareham & Gosport CCG CommCen, Fort Southwick, James Callaghan Drive Fareham Hampshire PO17 6AR Email: jdurand@nhs.net Provider: [] Address: [] Email: []
Frequency of Review Meetings	Ad hoc
Commissioner Representative	Jon Durand Lead Pharmacist NHS Fareham & Gosport CCG CommCen, Fort Southwick, James Callaghan Drive Fareham Hampshire PO17 6AR Email: jdurand@nhs.net Tel: 02392 282 077
Provider Representative	[] Address: [] Email: [] Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents:

1. Evidence of appropriate Indemnity Arrangements

The Provider must complete the following actions:

[Insert text locally as required]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
Not Applicable		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Service Specification No.	ONPOS 19/20
Service	Community Dressings Primary Care Service
Commissioner Lead	Jon Durand (For F&G and SEH CCGs)
Period	April 2019 to March 2020
Date of Review	Oct-Dec 2019

1. Population Needs

1.1 General Overview

Non-prescription supply of dressings allows organisations to purchase and store a supply of dressings. It is well known that items procured via the FP10 route are the property of the patient and can only be used by or on that patient. Dressings procured via the non-FP10 route are the property of the organisation. This allows the dressings to be used as a 'stock' item by the nursing team and will allow patients immediate access to treatment.

The decision was taken to rationalise the various non-prescription supply options which were in existence in the legacy organisations which had become Hampshire PCT to a single on-line ordering system (ONPOS®) which is run by Coloplast.

Community pharmacies were identified as the preferred supply route. This service specification covers the ordering, supply and reimbursement for the community pharmacies.

1.2 National/local context and evidence base

In July 2010 the NPC published a MeReC Bulletin *Evidence-based prescribing of advanced wound dressings for chronic wounds in primary care*. Further advice is also available in the NICE clinical guideline CG 29: Pressure ulcers: The management of pressure ulcers in primary and secondary care.

The emphasis throughout has been on the use of dressings in community and primary care services for patients with non-surgical wounds. However, there is some reference to secondary care services where there is likely to be an influence on dressing use in the community. Advice on the management of surgical wounds can be found in the NICE clinical guideline - CG74: *Surgical site infection*. Additional advice on wound care products is covered in NICE Key Therapeutic Topic [KTT14].

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	
Domain 2	Enhancing quality of life for people with long-term conditions	
Domain 3	Helping people to recover from episodes of ill-health or following injury	X
Domain 4	Ensuring people have a positive experience of care	X
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	X

2.2 Local defined outcomes

The key outcomes that the service will provide are as follows:

- Reduction of Waste
- Rationalisation of systems
- Improved Patient Care
- Improved infection control
- Timely access to appropriate wound care products

3. Scope

3.1 Aims and objectives of service

The service is the supply and delivery of dressings via an online (internet-based) ordering system called ONPOS, which has a pre-agreed formulary, through community pharmacies, to healthcare professionals authorised by NHS South Eastern Hampshire and NHS Fareham & Gosport CCG. The service ensures that patients have access to clinically appropriate dressings and that the quantities of dressings provided are not excessive but sufficient to meet clinical needs.

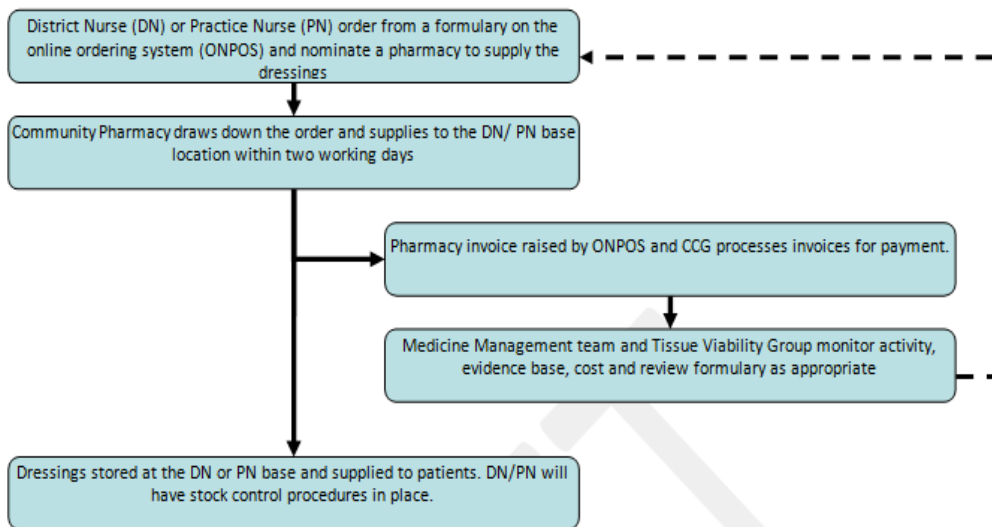
- **Reduction of waste.** Any dressings supplied via FP10 are the property of the patient to whom they were prescribed. Any unused dressings have to be destroyed, as they cannot be reused for other patients, which can result in a significant amount of waste. Allowing health care professionals to order non-patient specific stock will allow more flexible supply of dressings to patients thus reducing waste.
- **Rationalisation of systems.** The service will ensure one clear method of supply, within a timely manner, throughout NHS South Eastern Hampshire and NHS Fareham & Gosport CCG, and a method of accurately assessing usage and expenditure for the Clinical Commissioning Group by using formulary compliance.
- **Improved patient care.** By not using FP10 prescriptions, it allows the rational ordering of dressings and a small stock stored at the point of care for short term or initial supply to the patient. This can significantly reduce time

between patient’s assessment and application of appropriate dressing. For long term treatment, dressings should be supplied on FP10 for that individual patient.

- **Ensure formulary compliance.** A single formulary has been adopted across the county using the Portsmouth and South East Hampshire Area Prescribing Committee Wound Formulary. This ensures that only evidence-based dressings, that are clinically effective, are available for use.

3.2 Service Description

As diagram below:



- The pharmacy must have access to the online internet based ordering system (ONPOS) used by the CCG.
- A nominated nurse (or other agreed member of the team) will place the order and this will be received by their nominated community pharmacy.
- The pharmacy will deliver the completed order within two working days to the location agreed with the person placing the order. The pharmacy must ensure that a delivery note is signed at the time of receipt of the delivery to provide an audit trail for the dressings. The delivery note should record date, time, location of delivery and signature and name of person receiving the delivery.
- The nurse (or other agreed member of the team) will confirm receipt of the order online. Any item which has not been delivered is removed from the order before it is confirmed.
- All confirmed orders are extracted from the website by a member of the Medicines Management or Finance Team for processing.
- The dressings formulary will reflect the current Hampshire wide Wound Care

Formulary.

- Any orders for dressings outside this formulary or dressings intended for long term treatment will need to be via an FP10 prescription.
- ONPOS will provide training at the pharmacy on using the system.
- The pharmacy must undertake the training on the ONPOS system within three months of commencement of the service. Failure to do so will result in termination of the agreement and the pharmacy will be automatically removed from the service.
- Any changes to the scheme will be notified to the provider at least 90 days in advance.

3.3 Interdependence with other services/providers

- The Provider shall ensure that effective and clear communication is maintained with Patients and GP surgeries.

There is an overarching wound formulary which has been developed between a number of local stakeholders. The wound formulary group membership includes representatives from community providers (Southern Health and Solent), acute providers (Hampshire Hospitals, Portsmouth Hospitals and University Hospital Southampton) and the five commissioning groups (Fareham & Gosport CCG, North East Hampshire & Farnham CCG, North Hampshire CCG, South Eastern Hampshire CCG and West Hampshire CCG) plus podiatry and practice nurse representation. It has been agreed the group will be a sub-committee of the Basingstoke, Southampton and Winchester District Prescribing Committee and other prescribing committees will ratify the recommendations. The group reviewed the formulary and it was re-launched early 2013.

3.4 Eligibility

- Patients registered with a GP within the South Eastern Hampshire and Fareham & Gosport area.

3.5 Population covered

This service should be provided within the existing skillset of the community pharmacy to meet the needs of the population, improve health and wellbeing, reduce health inequalities and support the provision of care closer to home.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

In 2010 the NPC was asked by the Department of Health to undertake the production of guiding principles for the procurement and supply of appliances as listed in Part IX of the Drug Tariff. There was a particular need to develop guiding principles for the prescribing and supply of dressings, especially in primary care. In order to improve the quality and productivity of patient care, the guiding principles consider the whole patient care pathway rather than focusing solely on the products prescribed.

In April 2011, the National Prescribing Centre integrated into the National Institute for Health and Clinical Excellence (NICE). However, the guiding principles do not constitute formal guidance of the National Institute for Health and Clinical Excellence.

5. Applicable quality/performance requirements

Applicable quality requirements (See Schedule 4 Parts A-D)

Not applicable.

Only Performance Indicators are appropriate for this service

Performance Indicator	Indicator	Threshold	Method of measurement	Frequency of monitoring
Complaints Strengthen where appropriate complaints process to include: <ul style="list-style-type: none"> Acknowledgement letter within 3 working days. Final response within 25 working days. 	Complaints records	100%	Audit	Quarterly
Service user Audit (1) ONPOS (2) Community pharmacy	Community Pharmacy audit delivery time to community nursing base.			Annual

<p>The provider will notify the CCG of the number of incidents, organisational learning and direct action taken in response to any incidents.</p>	<p>By exception</p>	<p>100%</p>	<p>Report</p>	<p>Monthly (by exception)</p>
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6. Location of Provider Premises

The Provider's Premises are located at:

Insert pharmacy name/address:

7. Prices and costs

Payments

Invoice raised by ONPOS, authorised by CCG Finance and payment made via SBS to pharmacy account.

Payment Schedules: Monthly on invoice

Cost – Drug Tariff* Cost plus VAT.

*Drug Tariff located on the following link: <http://www.nhsbsa.nhs.uk/PrescriptionServices/4940.aspx>

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Not Applicable

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Not Applicable

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Not applicable

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

Not applicable

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

- *Not applicable*

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

- *identifies the Service;*
- *describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) should be copied or attached)*
- *describes any currencies (including national currencies) to be used to measure activity*
- *describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)*
- *sets out prices for the first Contract Year*
- *sets out prices and/or any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).*

Not Applicable

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:

<https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

D. Emergency Care Rule: Agreed Blended Payment Arrangements

Not Applicable

SCHEDULE 3 – PAYMENT

E. Intentionally omitted

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Commissioner	<p>Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required)</p> <p><i>(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4D, as required under SC38.3.)</i></p> <p><i>(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.25.)</i></p>
NOT APPLICABLE	
Total	

SCHEDULE 3 – PAYMENT

G. Timing and Amounts of Payments in First and/or Final Contract Year

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS Digital)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold	Monthly	Services to which 18 Weeks applies
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Monthly	A CS CR D

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	A&E waits					
E.B.5	Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department	Operating standard of 95%	See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U
	Cancer waits – 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms	Operating standard of 93%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than two weeks	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>(where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment</i>		uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>		
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery	Operating standard of 94%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service</i>	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
				<i>User above that threshold</i>		
<i>E.B.11</i>	<i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy</i>	<i>Operating standard of 94%</i>	<i>See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/</i>	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
	Cancer waits – 62 days					
<i>E.B.12</i>	<i>Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer</i>	<i>Operating standard of 85%</i>	<i>See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/</i>	<i>Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
<i>E.B.13</i>	<i>Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers</i>	<i>Operating standard of 90%</i>	<i>See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/</i>	<i>Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	Ambulance Service Response Times					
	<i>Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes</i>	<i>Operating standard that 90th centile is no greater than 15 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 15 minutes, £5 per 1,000 Category 1 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 1 (life-threatening) incidents – mean time taken for a response to arrive</i>	<i>Mean is no greater than 7 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes</i>	<i>Operating standard that 90th centile is no greater than 40 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 40 minutes, £3.50 per 1,000 Category 2 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive</i>	<i>Mean is no greater than 18 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response</i>	<i>Operating standard that 90th centile is no greater</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 120 minutes, £2 per 1,000</i>	<i>Quarterly</i>	<i>AM</i>

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>arriving within 120 minutes</i>	<i>than 120 minutes</i>	<u>work-areas/ambulance-quality-indicators/</u>	<i>Category 3 incidents received in the Quarter</i>		
	<i>Category 4 (less urgent “assess, treat, transport” incidents only)— proportion of incidents resulting in an appropriate response arriving within 180 minutes</i>	<i>Operating standard that 90th centile is no greater than 180 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider’s actual 90th centile performance exceeds 180 minutes, £1 per 1,000 Category 4 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	Mixed-sex accommodation breaches					
E.B.S.1	Mixed-sex accommodation breach	≥0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/	£250 per day per Service User affected	Monthly	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	Number of Service Users who are not offered another binding date	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	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	within 28 days ≥0	operations/			
	Mental health					
<i>E.B.S.3</i>	<i>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care</i>	<i>Operating standard of 95%</i>	<i>See MHPC Guidance at: https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/</i>	<i>Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH MHSS</i>

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

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

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant <i>Staphylococcus aureus</i>	>0	See Contract Technical Guidance Appendix 3	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile	[Insert baseline threshold identified for Provider: see Schedule 4F]	See Contract Technical Guidance Appendix 3	As set out in Schedule 4F, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	£2,500 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 30 minutes	>0	See Contract Technical Guidance Appendix 3	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.S.7b	All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 60 minutes	>0	See Contract Technical Guidance Appendix 3	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes	>0	See Contract Technical Guidance Appendix 3	£20 per event where > 30 minutes in the relevant month	Monthly	AM
E.B.S.8b	Following handover between ambulance and A&E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes	>0	See Contract Technical Guidance Appendix 3	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	Waits in A&E not longer than 12 hours	>0	See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	£1,000 per incidence in the relevant month	Monthly	A+E

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.S.6	No urgent operation should be cancelled for a second time	≥0	See Contract Technical Guidance Appendix 3	£5,000 per incidence in the relevant month	Monthly	A CR
	<i>VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE</i>	95%	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A</i>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
<i>E.H.4</i>	<i>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</i>	<i>Operating standard of 56%</i>	<i>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/</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
	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	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly	Where both Specialised Services and Cancer apply

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>young adults) across all tumour sites</i>	<i>(Adult)</i>				
	<i>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</i>	<i>Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)</i>	<i>Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>Where both Specialised Services and Cancer apply</i>
	<i>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</i>	<i>Operating standard of 90% (based on a sample of 50 Service Users each Quarter)</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A, A&E</i>
	<i>Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment</i>	<i>Operating standard of 90% (based on a sample of 50 Service Users each Quarter)</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A</i>

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>within one hour of diagnosis</i>					

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

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

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
<p>Complaints</p> <p>Strengthen where appropriate complaints process to include:</p> <ul style="list-style-type: none"> Acknowledgement letter within 3 working days. <p>Final response within 25 working days.</p>	100%	Audit	Suspension from service for 1 month	1st day of next month	Community dressings primary care service
<p>Service user Audit</p> <p>(1) ONPOS</p> <p>Community pharmacy</p>		Community pharmacy audit delivery time to community nursing base.	N/A		Community dressings primary care service
<p>The provider will notify the CCG of the number of incidents, organisational learning and direct action taken in response to any incidents.</p>	100%	By exception report.	Suspension from service for 1 month	1st day of next month	Community dressings primary care service

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

EITHER:

CQUIN Table 1: CQUIN Indicators

Not applicable

CQUIN Table 2: CQUIN Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance
Not applicable			

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Local Incentive Scheme

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

F. Clostridium difficile

Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust (Acute Services only)

Not applicable

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Not Applicable	

Documents supplied by Commissioners

Date	Document
Not Applicable	

SCHEDULE 5 - GOVERNANCE

B. Provider's Material Sub-Contracts

Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, state whether the Sub- Contractor is a Data Processor OR a Data Controller OR a joint Data Controller
Not Applicable				

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
Not applicable	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the DGB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i>)	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ul style="list-style-type: none"> a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements; d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<i>Assessment and Treatment for Acute Illness</i>); e. report on performance against the HCAI Reduction Plan 	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All All All A All except 114

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	{For local agreement}	{For local agreement}	{For local agreement}	All
4. NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	{Monthly, or as agreed locally}	{For local agreement}, according to published NHS Safety Thermometer reporting routes	{For local agreement}, according to published NHS Safety Thermometer reporting routes	All (not AM, CS, D, 111, PT, U)
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	{For local agreement}	{For local agreement}	{For local agreement}	All
6. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7. Summary report of all incidents requiring reporting	Monthly	{For local agreement}	{For local agreement}	All
8. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
9. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification https://digital.nhs.uk/isco/publication/isb1594	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E U
10. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (Staff)	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	{For local agreement}	{For local agreement}	All
11. Report on compliance with the National Workforce Race Equality Standard.	Annually	{For local agreement}	{For local agreement}	All
12. Specific reports required by NHS England in relation to Specialised Services and other	As set out at http://www.england.nhs.u	As set out at http://www.england.nhs	As set out at http://www.england.nhs.uk/nhs-	Specialised Services

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	k/nhs-standard-contract/ss-reporting	.uk/nhs-standard-contract/ss-reporting	standard-contract/ss-reporting	
13. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 (<i>Antimicrobial Resistance and Healthcare Associated Infections</i>)	Annually	[For local agreement]	[For local agreement]	A
14. Report on progress against sustainable development management plan in accordance with SC18.2	Annually	[For local agreement]	[For local agreement]	All
Local Requirements Reported Locally				
Insert as agreed locally			The Provider must submit any patient-level data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]	

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SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s43 of the Contract Technical Guidance, which requires commissioners and providers to agree DQIPs in the areas below.

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Not applicable				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents

I Use NRLS reporting system to all incidents.

Link:- <http://www.nrls.npsa.nhs.uk/report-a-patient-safety-incident/>

Or

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

Not applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Not applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

Not applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

Not Applicable

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