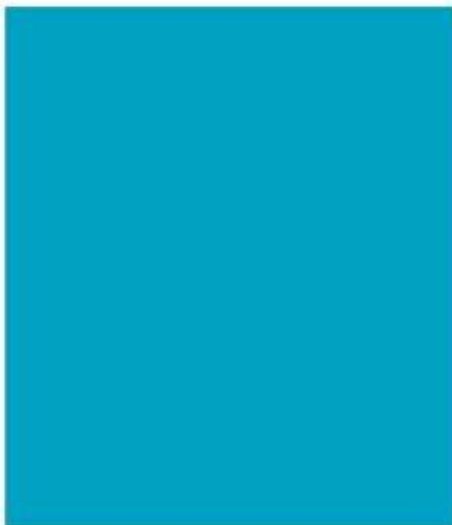


**NHS Standard Contract**  
**2014/15**

**Service Conditions**



# **NHS Standard Contract**

## **2014/15**

### *Service Conditions*

**First published: December 2013**

**Gateway No: 00821**

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

All Services	All
Accident and Emergency Services	A+E
Acute Services	A
Ambulance Services	AM
Cancer Services	CR
Care Home Services	CH
Community Pharmaceutical Services	Ph
Community Services	C
Diagnostic, Screening and/or Pathology Services	D
Hospice Services	H
Mental Health and Learning Disability Services	MH
Mental Health Secure Services	MHSS
Patient Transport Services	PT
Radiotherapy Services	R
Substance Misuse Services	SM
Surgical Services in Community Setting	S
Urgent care/Walk-in Centre Services/Minor Injuries Unit	U

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<b>PROVISION OF SERVICES</b>		
<b>SC1</b>	<b>Compliance with the Law and the NHS Constitution</b>	
1.1	The Provider must provide the Services and perform all of its obligations under this Contract in accordance with: <ul style="list-style-type: none"> <li>1.1.1 the terms of this Contract; and</li> <li>1.1.2 the Law; and</li> <li>1.1.3 Good Practice.</li> </ul>	<b>All</b>
1.2	The Commissioners must perform all of their obligations under this Contract in accordance with: <ul style="list-style-type: none"> <li>1.2.1 the terms of this Contract; and</li> <li>1.2.2 the Law; and</li> <li>1.2.3 Good Practice.</li> </ul>	<b>All</b>
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.	<b>All</b>
<b>SC2</b>	<b>Regulatory Requirements</b>	
2.1	The Provider must: <ul style="list-style-type: none"> <li>2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body;</li> <li>2.1.2 respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body;</li> <li>2.1.3 comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;</li> <li>2.1.4 consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report;</li> <li>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;</li> </ul>	<b>All</b>



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3.4	The Provider must continually review and evaluate the Services, must implement Lessons Learned from those reviews and evaluations, from complaints, Patient Safety Incidents, Never Events, and Service User and Staff involvement (including the outcomes of Surveys), and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.	<b>All</b>
3.5	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 Package of Care and clinical opinions if reasonably requested). Any failure to do so will constitute a material breach of this Contract.	<b>All</b>
3.6	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.	<b>A</b>
<b>SC4 Co-operation</b>		
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.	<b>All</b>
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.	<b>All</b>
4.3	The Provider must co-operate fully and liaise appropriately with:	<b>All</b>
4.3.1	the Commissioners;	
4.3.2	any third party provider from whose care a Service User may be transferred to the Provider;	
4.3.3	any third party provider to whose care the Provider may transfer or discharge the Service User;	
4.3.4	any third party provider providing care to the Service User at the same time as the Provider's provision of the Services to the Service User; and	
4.3.5	primary and social care services,	
	in order to:	
4.3.6	ensure that a consistently high standard of care for the Service User is maintained at all times;	
4.3.7	ensure that a co-ordinated and integrated approach is taken to promoting the quality of care for the Service User across all Pathways spanning more than one provider;	

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<p>4.3.8 achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, the Service User, employees of the Commissioners or members of the public.</p> <p>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.</p>	<b>All</b>
<p><b>SC5 Commissioner Requested Services/Essential Services</b></p> <p>5.1 The Parties must comply with their respective obligations under CRS Guidance in respect of any Services designated as CRS by any Commissioner from time to time.</p> <p>5.2 The Provider must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, the Essential Services.</p> <p>5.3 The Provider must have and at all times maintain an up-to-date Essential Services Continuity Plan. 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.</p> <p>5.4 The Provider must, in consultation with the Co-ordinating Commissioner, implement the Essential Services Continuity Plan as required:</p> <p style="margin-left: 20px;">5.4.1 if there is any interruption to the Provider's ability to provide the Essential Services as appropriate;</p> <p style="margin-left: 20px;">5.4.2 if there is any partial or entire suspension of the Essential Services as appropriate; or</p> <p style="margin-left: 20px;">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).</p>	<p><b>All</b></p> <p><b>Essential Services</b></p> <p><b>Essential Services</b></p> <p><b>Essential Services</b></p>
<p><b>SC6 Service User Booking and Choice and Referrals</b></p> <p>6.1 The Parties must comply with Patient Choice Guidance, Choice Guidance and Choose and Book/E-Referral Guidance.</p> <p>6.2 The Provider must describe and publish all relevant Services and associated appointment slots (as set out in Choose and Book/E-Referral Guidance) in Choose and Book/E-Referral 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 those Services:</p> <p style="margin-left: 20px;">6.2.1 the Provider must ensure that all Services are Directly Bookable as set out in Choose and Book/E-Referral Guidance;</p> <p style="margin-left: 20px;">6.2.2 the Provider must use all reasonable endeavours to ensure that there are sufficient appointment slots available at any time to enable any</p>	<p><b>All except AM, H, MHSS, PT, Ph</b></p> <p><b>A, MH, C</b></p>



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<p>Service User to book an appointment for a Service within a reasonable period via Choose and Book/E-Referral;</p> <p>6.2.3 the Provider must make the specified information available to prospective Service Users through the NHS Choices Website, and must in particular use NHS Choices 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 <a href="http://www.nhs.uk">www.nhs.uk</a>;</p> <p>6.2.4 the Commissioners must use their best endeavours to ensure that all Referrals by GPs are made through Choose and Book/E-Referral; and</p> <p>6.2.5 the Provider must offer clinical advice and guidance to GPs on potential Referrals through Choose and Book/E-Referrals, whether this leads to a Referral being made or not.</p> <p><b>18 Weeks Information</b></p> <p>6.3 In respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies, the Provider must ensure that the letter to a Service User confirming that Service User's first outpatient appointment includes the 18 Weeks Information.</p>	<p><b>18 Weeks</b></p>
<p><b>SC7 Withholding and/or Discontinuation of Service</b></p> <p><b>Rejection of Referral</b></p> <p>7.1 The Provider must accept any Referral of a Service User however it is made, unless permitted to reject the Referral under this Service Condition 7.</p> <p>7.2 The Provider may reject a Referral on the grounds:</p> <p>7.2.1 of any service limitations in the Service Specifications; or</p> <p>7.2.2 of the location of the Referrer; or</p> <p>7.2.3 that a Prior Approval request made by the Provider under the Prior Approval Scheme has been rejected by the Commissioner,</p> <p>unless prohibited from doing so under Patient Choice Guidance or Choice Guidance or Who Pays? Guidance.</p> <p>7.3 The Provider may not reject a Referral in relation to emergency response ambulance services on the grounds of the location of the Referrer.</p> <p><b>Withholding and/or Discontinuation of Service</b></p> <p>7.4 Nothing in this Service Condition 7 allows the Provider not to provide or to stop providing a Service if that would be contrary to the Law.</p> <p>7.5 The Provider will not be required to provide or to continue to provide a Service to</p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>AM</b></p> <p><b>All</b></p> <p><b>All</b></p>

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<p>a Service User:</p> <p>7.5.1 who in the Provider's reasonable professional opinion is unsuitable to receive the relevant Service, for as long as they remain unsuitable;</p> <p>7.5.2 in respect of whom no valid consent (where required) has been given in accordance with the Service User Consent Policy;</p> <p>7.5.3 who displays abusive, violent or threatening behavior unacceptable to the Provider (acting reasonably and taking into account the mental health of that Service User);</p> <p>7.5.4 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</p> <p>7.5.5 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.</p>	
<p>7.6 If the Provider proposes not to provide or to stop providing a Service to any Service User under Service Condition 7.5:</p> <p>7.6.1 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);</p> <p>7.6.2 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;</p> <p>7.6.3 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</p> <p>7.6.4 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.</p>	<p><b>All</b></p>
<p>7.7A 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 Service Condition 11 (<i>Transfer of and Discharge from Care</i>)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.</p>	<p><b>All except AM, MHHS</b></p>
<p>7.7B If the Provider, the Responsible Commissioner, and the emergency incident coordinator having primacy of the relevant incident, cannot agree on the</p>	<p><b>AM</b></p>

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<p>continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under Service Condition 11 (<i>Transfer of and Discharge from Care</i>)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer as soon as reasonably practicable to procure alternative services for that Service User.</p> <p>7.7C 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 Service Condition 11 (<i>Transfer of and Discharge from Care</i>)) give the Responsible Commissioner (and where applicable the Referrer) not less than 28 days' notice that it will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.</p> <p>7.8 If the Provider stops providing a Service to a Service User under Service Condition 7.5, and the Provider has complied with Service Condition 7.6, the Responsible Commissioner must pay the Provider in accordance with Service Condition 36 (<i>Payment Terms</i>) for the Service provided to that Service User before the discontinuance.</p>	<p style="text-align: center;"><b>MHSS</b></p> <p style="text-align: center;"><b>All</b></p>
<p><b>SC8 Unmet Needs</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.4 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 unrelated to a Service User's original Referral or presentation without the agreement of the Service User's GP.</p> <p>8.5 The provisions of Schedule 2 Part J (<i>Social Care Provisions</i>) will apply in relation to social care services to be provided under this Contract.</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>CH</b></p>

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<p><b>SC9 Consent</b></p> <p>9.1 The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.</p>	<p><b>All</b></p>
<p><b>SC10 Personalised Care Planning and Shared Decision Making</b></p> <p>10.1 The Provider must employ Shared Decision-making in planning and reviewing the care or treatment which a Service User receives.</p> <p>10.2 Where required by Guidance, the Provider must develop and agree a Personalised Care Plan with a Service User and/or their Carer or Legal Guardian, and must provide the Service User and/or their Carer or Legal Guardian (as appropriate) with a copy of that Personalised Care Plan.</p> <p>10.3 The Provider must prepare, evaluate, review and audit each Personalised Care Plan on an on-going basis. Any review must involve the Service User and/or their Carer or Legal Guardian (as appropriate).</p> <p>10.4 Where appropriate the Provider must comply with the Care Programme Approach in providing the Services</p>	<p style="text-align: center;"><b>All</b></p> <p><b>All except A+E AM, D, H, Ph, PT, U</b></p> <p><b>All except A+E AM, D, H, Ph, PT, U</b></p> <p style="text-align: center;"><b>MH, MHSS</b></p>
<p><b>SC11 Transfer of and Discharge from Care</b></p> <p>11.1 The Provider must comply with:</p> <p style="padding-left: 20px;">11.1.1 the Transfer of and Discharge from Care Protocols;</p> <p style="padding-left: 20px;">11.1.2 the 1983 Act;</p> <p style="padding-left: 20px;">11.1.3 the 1983 Act Code (including, following all procedures specified by or established as a result of the 1983 Act Code); and</p> <p style="padding-left: 20px;">11.1.4 Transfer and Discharge Guidance.</p> <p>11.2 The Provider must use its best efforts to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.</p> <p>11.3 Before the transfer of a Service User to another Service under this Contract and/or before the transfer and/or discharge of a Service User to the care of a third party provider, the Provider must liaise as appropriate with any third party 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 to the care of the third party provider, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>MH, MHSS</b></p> <p style="text-align: center;"><b>MH, MHSS</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All except Ph, PT</b></p>

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<p>11.4 If a Transfer of Care involves the transfer of part of the Service User's Package of Care, the Provider must comply with (and the relevant Commissioner must use all reasonable endeavours to ensure that other relevant providers of care within the Pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.</p> <p>11.5 If required by the relevant Transfer of and Discharge from Care Protocol, the Provider must at the time of the Service User's transfer and/or discharge give a Discharge Summary to the Service User (and if appropriate to their Legal Guardian and/or Carer).</p> <p>11.6 Within 24 hours after the transfer and/or discharge of the Service User from the Provider's care, the Provider must issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider, using the Delivery Method.</p> <p>11.7 Whenever the Provider sends to a Service User's GP and/or Referrer or any third party provider an item of correspondence relating to the Provider's provision of care which differs from the Discharge Summary given to the Service User under Service Condition 11.5, the Provider must send a copy of that item of correspondence to the Service User (and if appropriate to their Legal Guardian and/or Carer).</p>	<p><b>All except Ph, PT</b></p> <p><b>All except Ph, PT</b></p> <p><b>All except Ph, PT</b></p> <p><b>All except Ph, PT</b></p>
<p><b>SC12 Service User Involvement</b></p>	
<p>12.1 The Provider must engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law and Good Practice.</p> <p>12.2 As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence to the Co-ordinating Commissioner of the involvement of Service Users, Carers and Staff in the development of Services.</p> <p>12.3 The Provider must carry out the Surveys. The Provider must 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 6 Part F (<i>Surveys</i>) 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.</p> <p>12.4 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.</p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>
<p><b>SC13 Equity of Access, Equality and Non-Discrimination</b></p>	

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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 the Law.	<b>All</b>
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.	<b>All</b>
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 and section 6 of the Human Rights Act 1998. If the Provider is not a public authority for the purposes of those sections it must comply with them as if it were..	<b>All</b>
13.4	In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan or plans setting out how it will comply with its obligations under Service Condition 13.3. 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 Service Condition 13.4.	<b>All</b>
<b>SC14 Pastoral, Spiritual and Cultural Care</b>		
14.1	The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users and must liaise with the relevant authorities as appropriate in each case.	<b>All</b>
<b>SC15 Services Environment and Equipment</b>		
15.1	The Provider must ensure that the Services Environment and the Equipment are fit for the purpose of providing the Services and are clean, safe, suitable, sufficient, adequate, functional, accessible (making reasonable adjustments where required in order to ensure accessibility) and effective.	<b>All</b>
15.2	Unless provided otherwise in this Contract, the Provider must at all times and at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	<b>All</b>
15.3	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.	<b>All</b>
15.4	In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment.	<b>All</b>
15.5	In line with the NHS Carbon Reduction Strategy (as applicable), the Provider	<b>All (not Small)</b>

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<p>must demonstrate its progress on climate change adaptation, mitigation and sustainable development, including performance against carbon reduction management plans, and must provide a summary of that progress in its annual report.</p> <p>15.6 The Provider must have regard to (and where mandatory comply with), as applicable, Guidance on the provision of catering services for Service Users, including Government Buying Standards for Food and Catering Services.</p>	<p><b>Providers)</b></p> <p><b>A, MH, MHSS</b></p>
<p><b>SC16 Places of Safety</b></p> <p>16.1 The Parties must ensure that the requirements of Law and Guidance regarding places of safety are met, and that they reach agreement on the identification of Places of Safety in accordance with Good Practice.</p>	<p><b>A, A&amp;E, MH, MHSS</b></p>
<p><b>SC17 Complaints</b></p> <p>17.1 The Commissioners and the Provider must each:</p> <p style="padding-left: 20px;">17.1.1 publish, maintain and operate a Complaints Procedure which complies with the Law and Guidance; and</p> <p style="padding-left: 20px;">17.1.2 ensure that Service Users are made aware of that Complaints Procedure and how to use it effectively.</p>	<p><b>All</b></p>
<p><b>RECORDS AND REPORTING</b></p>	
<p><b>SC18 Service Development and Improvement Plan</b></p> <p>18.1 The Co-ordinating Commissioner and the Provider must agree an SDIP where required by and in accordance with Guidance.</p> <p>18.2 The Co-ordinating Commissioner and the Provider may at any time agree an SDIP.</p> <p>18.3 Any SDIP must be appended to this Contract at Schedule 6 Part E (<i>Service Development and Improvement Plan</i>). 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 6 Part B (<i>Reporting Requirements</i>).</p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>
<p><b>SC19 HCAI Reduction Plan</b></p> <p>19.1 The Provider must have an HCAI Reduction Plan for each Contract Year and must comply with its obligations under that plan. The HCAI Reduction Plan must reflect local and national priorities relating to HCAI including antimicrobial resistance.</p>	<p><b>All</b></p>

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<p><b>SC20 Venous Thromboembolism</b></p> <p>20.1 The Provider must:</p> <p>20.1.1 comply with Guidance (including NICE Guidance) in relation to venous thromboembolism;</p> <p>20.1.2 perform Root Cause Analysis of all confirmed cases of pulmonary embolism and deep vein thrombosis acquired by Service Users while in hospital (both arising during a current hospital stay and where there is a history of hospital admission within the last 3 months, but not in respect of Service Users admitted to hospital with a confirmed venous thromboembolism but no history of an admission to hospital within the previous 3 months); and</p> <p>20.1.3 if required by the Co-ordinating Commissioner, perform local audits of Service Users' risk of venous thromboembolism and of the percentage of Service Users assessed for venous thromboembolism who receive the appropriate prophylaxis,</p> <p>and the Provider must report the results of those Root Cause Analyses and audits to the Co-ordinating Commissioner on request.</p>	<p><b>A</b></p>
<p><b>SC21 Not used</b></p>	
<p><b>SC22 Not used</b></p>	
<p><b>SC23 Service User Health Records</b></p> <p>23.1 The Provider must create, maintain, store and retain Service User Health Records as appropriate for all Service Users. The Provider must retain those records for the periods of time required by Law and/or by national retention schedules published by the Department of Health or NHS England or HSCIC, and then securely destroy them.</p> <p>23.2 At a Commissioner's request, the Provider must promptly transfer the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible (or deliver a copy of it) to a third party provider of healthcare or social care services nominated by that Commissioner.</p> <p>23.3 On termination or expiry of this Contract or any Service the Provider must, acting in accordance with the instructions of the Responsible Commissioner, promptly transfer, or deliver a copy of, any Service User Health Record held by the Provider to the Responsible Commissioner or to a third party nominated by that Commissioner.</p> <p>23.4 The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p>



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<p>Service User Health Record.</p> <p><b>NHS Number</b></p> <p>23.5 Subject to and in accordance with Guidance the Provider must ensure that the Service User Health Record includes the Service User’s verified NHS Number. The Provider must use the NHS Number as the primary identifier in all clinical correspondence (paper or electronic). The Provider must be able to use the NHS Number to identify all Activity relating to a Service User.</p> <p><b>Summary Care Records Service</b></p> <p>23.6 Subject to General Condition 21 (<i>Data Protection, Freedom of Information and Transparency</i>) the Provider must ensure that all Staff involved in the provision of urgent care are able to view key Service User information from GP records, whether via the Summary Care Records Service or a locally integrated electronic record system.</p> <p><b>Integrated Digital Care Records</b></p> <p>23.7 The Provider must, when procuring, renewing or refreshing its information technology systems, comply with Integrated Digital Care Records Guidance in relation to the use of open application programming interfaces and of the NHS Number as primary patient identifier in its information technology systems.</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p>
<p><b>SC24 NHS Counter-Fraud and Security Management</b></p> <p>24.1 The Provider must put in place and maintain appropriate arrangements to address security management and counter-fraud issues.</p> <p>24.2 Within 1 month following the Service Commencement Date, the Provider must complete an organisation crime profile, using the applicable toolkit provided by NHS Protect and in accordance with NHS Protect Guidance.</p> <p>24.3 Following completion of the organisation crime profile in accordance with Service Condition 24.2, the Provider must take the necessary action to meet the standards set by NHS Protect at the level indicated by the organisation crime profile.</p> <p>24.4 If requested by the Co-ordinating Commissioner or NHS Protect, the Provider must allow a person duly authorised to act on behalf of NHS Protect or on behalf of any Commissioner to review, in line with the appropriate standards, security management and counter-fraud arrangements put in place by the Provider.</p> <p>24.5 The Provider must implement any reasonable modifications to its security management and counter-fraud arrangements required by a person referred to in Service Condition 24.4 in order to meet the appropriate standards within whatever time periods as that person may reasonably require.</p> <p>24.6 The Provider must, on becoming aware of:</p> <p>24.6.1 any suspected or actual bribery, corruption or fraud involving a</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All (not Small Providers)</b></p> <p style="text-align: center;"><b>All (not Small Providers)</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p>

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<p>Service User or public funds, promptly report the matter to the Local Counter Fraud Specialist of the relevant NHS Body and to NHS Protect; and/or</p> <p>24.6.2 any suspected or actual security incident or security breach involving staff who deliver NHS funded services or involving NHS resources, promptly report the matter to the Local Security Management Specialist of the relevant NHS Body and to NHS Protect.</p> <p>24.7 On the request of the Department of Health, NHS England, NHS Protect or the Co-ordinating Commissioner, the Provider must allow NHS Protect or any Local Counter Fraud Specialist or any Local Security Management Specialist appointed 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:</p> <p>24.7.1 all property, premises, information (including records and data) owned or controlled by the Provider relevant to the detection and investigation of cases of bribery, fraud or corruption and/or security incidents or security breaches directly or indirectly connected to this Contract; and</p> <p>24.7.2 all Staff who may have information to provide that is relevant to the detection and investigation of cases of bribery, fraud or corruption, or security incidents or security breaches directly or indirectly in connection with this Contract.</p>	<p><b>All</b></p>
<p><b>SC25 Procedures and Protocols</b></p> <p>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).</p> <p>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 Service Condition 25.1.</p> <p>25.3 The Parties must comply with their respective obligations under any Other Local Agreements, Policies and Procedures.</p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>
<p><b>SC26 Clinical Networks, National Audit Programmes and Approved Research Studies</b></p> <p>26.1 The Provider must:</p> <p>26.1.1 participate in the Clinical Networks, programmes and studies listed in Schedule 2 Part F (<i>Clinical Networks</i>);</p> <p>26.1.2 participate in the national clinical audits within the National Clinical</p>	<p><b>All except Ph, PT</b></p>

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<p>Audit and Patient Outcomes Programme (NCAPOP) relevant to the Services; and</p> <p>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.</p> <p>26.2 The Provider must adhere to all protocols and procedures operated or recommended under the programmes and arrangements referred to in Service Condition 26.1, unless in conflict with existing protocols and procedures agreed between the Parties, in which case the Parties must review and try to resolve that conflict.</p> <p>26.3 The Provider must put arrangements in place to facilitate recruitment of Service Users and Staff as appropriate into Approved Research Studies.</p> <p>26.4 In respect of any Approved Research Study the Parties must have regard, as applicable, to NHS Treatment Costs Guidance.</p>	<p><b>All except Ph, PT</b></p> <p><b>All</b></p> <p><b>All</b></p>
<p><b>SC27 Formulary</b></p> <p>27.1 The Provider must:</p> <p>27.1.1 ensure that its current Formulary is published and readily available on the Provider's website;</p> <p>27.1.2 ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and</p> <p>27.1.3 make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.</p>	<p><b>A, MH, MHSS, CR, R</b></p>
<p><b>SC28 Information Requirements</b></p> <p>28.1 The Parties agree and acknowledge that the submission of complete and accurate data in accordance with this Service Condition 28 is necessary to support the commissioning of all health and social care services in England.</p> <p>28.2 The Provider must:</p> <p>28.2.1 provide the information specified in this Service Condition 28 and in Schedule 6 Part B (<i>Reporting Requirements</i>):</p> <p>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 6 Part B (<i>Reporting Requirements</i>); and</p> <p>28.2.1.2 as detailed in relevant Guidance; and</p> <p>28.2.1.3 if there is no applicable time period identified, in a timely manner;</p>	<p><b>All</b></p> <p><b>All</b></p>

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<p>28.2.2 where applicable:</p> <p>28.2.2.1 conform to any information standards published by the Secretary of State or NHS England;</p> <p>28.2.2.2 conform to the requirements set out in NHS England or HSCIC publications regarding the implementation of a collection or extraction; and</p> <p>28.2.2.3 conform to requirements in relation to the deprecation and/or retirement of any information standard or collection as published by the Secretary of State, NHS England or HSCIC;</p> <p>28.2.3 where and to the extent applicable:</p> <p>28.2.3.1 conform to all implementation guidance published with information standards; and</p> <p>28.2.3.2 conform to all relevant published NHS information and data standards approved by the Information Standards Board;</p> <p>28.2.4 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner;</p> <p>28.2.5 comply with Guidance issued by NHS England and HSCIC, and with the Law, in relation to protection of patient identifiable data; and</p> <p>28.2.6 subject to and in accordance with Guidance and any relevant standards issued by the Secretary of State, NHS England or HSCIC, use the Service User's verified NHS Number as the primary identifier of each record on all patient datasets;</p> <p>28.2.7 comply with the Law and Guidance on the use and disclosure of personal confidential data for other than direct care purposes.</p> <p>28.3 The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under Service Condition 28.2 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.</p> <p>28.4 The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under Service Condition 28.3, and may not, without good reason, require the Provider:</p> <p>28.4.1 to supply any information to any Commissioner locally where that information is required to be submitted centrally under Service Condition 28.2; or</p> <p>28.4.2 where information is required to be submitted in a particular format under Service Condition 28.2, 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</p>	<p><b>All</b></p> <p><b>All</b></p>
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submitted in aggregated form).		
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.	<b>All</b>
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.	<b>All</b>
28.7	The Parties must comply with Guidance relating to clinical coding published by the NHS Classifications Service and with the definitions of activity maintained under the NHS Data Model and Dictionary.	<b>All</b>
28.8	Either the Co-ordinating Commissioner (on behalf of the Commissioners) or the Provider may propose a change of practice in the counting and coding of activity compliant with national information and data standards. 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.	<b>All</b>
28.9	The Party receiving notice of the proposed change of practice must not unreasonably withhold or delay its agreement to the change, and must agree to the proposed change if it is mandated by HSCIC or is required by the National Tariff.	<b>All</b>
28.10	Any change of practice agreed must be implemented on 1 April of the following Contract Year, unless: <ul style="list-style-type: none"> <li>28.10.1 the Parties agree a different date (or phased sequence) for its implementation; or</li> <li>28.10.2 the change is mandated by HSCIC, in which case the change will come into effect on the date (or in any phased sequence) specified by HSCIC; or</li> <li>28.10.3 the change is required by National Tariff, in which case the change will come into effect on the date (or in any phased sequence) specified in National Tariff.</li> </ul>	<b>All</b>
28.11	The Parties must consider the potential impact of any proposed change of practice on the Actual Annual Value. If the potential impact on the Actual Annual Value is likely to be material the Parties may agree transitional payment arrangements to apply over a period of up to 3 years. Any transitional payment arrangements will be subject to Service Condition 36 ( <i>Payment Terms</i> ) and must comply with HSCIC Guidance and the National Tariff.	<b>All</b>
28.12	Information to be provided by the Provider under this Service Condition 28 and Schedule 6 Part B ( <i>Reporting Requirements</i> ) and which is necessary for the purposes of Service Condition 36 ( <i>Payment Terms</i> ) must be provided: <ul style="list-style-type: none"> <li>28.12.1 to the Co-ordinating Commissioner in aggregate form; and/or</li> <li>28.12.2 directly to each Commissioner in disaggregated form relating to its own use of the Services,</li> </ul>	<b>All</b>

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<p>as the Co-ordinating Commissioner may direct.</p>	
<p>28.13 Where SUS is applicable, if:</p> <p>28.13.1 there is a failure of SUS; or</p> <p>28.13.2 there is an interruption in the availability of SUS to the Provider or to any Commissioner,</p> <p>the Provider must comply with Guidance issued by NHS England and/or HSCIC in relation to the submission of the national datasets collected in accordance with this Service Condition 28 pending resumption of service, and must submit those national datasets to SUS as soon as reasonably practicable after resumption of service.</p>	<b>All</b>
<p>28.14 If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify:</p> <p>28.14.1 the nature of the Information Breach;</p> <p>28.14.2 the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to withhold under Service Condition 28.15 if the Information Breach is not rectified within 5 Operational Days following service of that notice;</p> <p>28.14.3 if the Information Breach is a failure to provide information required under this Service Condition 28 (<i>Information Requirements</i>) and that failure has continued for 3 months or longer, or has recurred in 3 or more months in any 6 month period, the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to retain permanently (in addition to any withholding referred to in Service Condition 28.14.2) in accordance with Service Condition 28.17, if the Information Breach is not rectified within 5 Operational Days following service of that notice.</p>	<b>All</b>
<p>28.15 If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with Service Condition 28.14.2 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may instruct the Commissioners to withhold up to 1% of the Actual Monthly Value 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.</p>	<b>All</b>
<p>28.16 The Commissioners must continue to withhold any sums withheld under Service Condition 28.15 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners must then pay the withheld sums to the Provider within 10 Operational Days. Subject to Service Condition 28.18 no Interest will be payable by the Commissioners to the Provider on any sum withheld under Service Condition 28.15.</p>	<b>All</b>
<p>28.17 If the Information Breach is of the nature referred to in Service Condition 28.14.3 and is not rectified within 5 Operational Days of the date of the notice served in</p>	<b>All</b>

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<p>accordance with Service Condition 28.14.3 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may instruct the Commissioners to retain permanently a sum of up to £2,500 (in aggregate) in respect of the current month and in respect of each month thereafter until the agreement of a Data Quality Improvement Plan in respect of that Information Breach. Sums retained in accordance with this Service Condition 28.17 will not in any event exceed 1% of Actual Annual Value in any Contract Year in respect of any single Information Breach.</p>	
<p>28.18 If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under Service Condition 28.15 or retained under Service Condition 28.17 were withheld or retained without justification, the Commissioners 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.</p>	<b>All</b>
<p>28.19 The Commissioners will not be required to release to the Provider (and may retain permanently) any sum withheld under Service Condition 28.14 if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of:</p> <p>28.19.1 the date 6 months after the date of the notice served in accordance with Service Condition 28.14;</p> <p>28.19.2 the termination of this Agreement; and</p> <p>28.19.3 the Expiry Date.</p>	<b>All</b>
<b>Data Quality Improvement Plan</b>	
<p>28.20 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 6 Part C (<i>Data Quality Improvement Plan</i>)). Any Data Quality Improvement Plan must set out milestones to be met and may set out financial sanctions for failing to meet those milestones. Any financial sanctions must not exceed the sums which the Commissioners would (subject to Service Condition 28.21) be entitled to withhold or retain in respect of an Information Breach under Service Condition 28.15 or 28.17 (as appropriate). If the Provider fails to meet a milestone by the agreed date, the Co-ordinating Commissioner may exercise the relevant agreed consequence.</p>	<b>All</b>
<p>28.21 If a Data Quality Improvement Plan with financial sanctions is agreed in relation to any Information Breach the Commissioners may not withhold sums under Service Condition 28.15 or retain sums under Service Condition 28.17 in respect of the same Information Breach. This will not affect the rights of the Commissioners under Service Condition 28.15 or 28.17 in respect of any period before the agreement of a DQIP in relation to that Information Breach.</p>	<b>All</b>
<p>28.22 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 Service Condition 28.15 or 28.17 to which the Commissioners would otherwise be entitled.</p>	<b>All</b>

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<b>MANAGING ACTIVITY AND REFERRALS</b>		
<b>SC29 Managing Activity and Referrals</b>		
29.1	The Commissioners and the Provider must each monitor and manage Activity and Referrals for the Services in accordance with this Service Condition 29 and the National Tariff.	<b>All</b>
29.2	The Parties must not agree or implement any action that would operate contrary to Patient Choice Guidance or so as to restrict or impede the exercise of Patient Choice.	<b>All</b>
29.3	The Commissioners must:	<b>All</b>
29.3.1	manage Activity for the Services via Referrers and use their reasonable endeavours to notify the Provider promptly of any anticipated changes in Referral numbers; and	
29.3.2	procure that their agents and practitioners adhere to any referral and treatment protocols as may be agreed between the Parties.	
29.4	The Provider must manage Activity in accordance with any caseloads, occupancy levels and clinical thresholds set out in the Service Specifications and any Activity Planning Assumptions and/or published in Choose and Book. The Provider must:	<b>All</b>
29.4.1	comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing Referrals; and	
29.4.2	require its agents, Sub-Contractors and Staff to adhere to any Referral and treatment protocols that may be agreed between the Parties.	
<b>Indicative Activity Plan</b>		
29.5	Before the start of each Contract Year, the Parties must agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero). If the Parties do not agree 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.	<b>IAP</b>
29.6	The Indicative Activity Plan will comprise the aggregated Indicative Activity Plans of all of the Commissioners.	<b>IAP</b>
<b>Activity Planning Assumptions</b>		
29.7	Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of any Activity Planning Assumptions for that Contract Year, specifying a threshold for each assumption. The Provider must comply with	<b>APA</b>



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those Activity Planning Assumptions.		
<b>Early Warning</b>		
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.	<b>All</b>
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.	<b>All</b>
<b>Reporting and Monitoring Activity</b>		
29.10	The Provider must submit an Activity Report to the Co-ordinating Commissioner in accordance with Schedule 6 Part B ( <i>Reporting Requirements</i> ).	<b>All</b>
29.11A	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity Report in respect of each Commissioner against:	<b>IAP and APA</b>
29.11.1	thresholds set out in the Indicative Activity Plan; and	
29.11.2	thresholds set out in the Activity Planning Assumptions.	
29.11B	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity Report in respect of each Commissioner against the thresholds set out in the Activity Planning Assumptions and any previous Activity Reports.	<b>APA</b>
29.11C	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity Report in respect of each Commissioner against any previous Activity reports and generally.	<b>No IAP No APA</b>
<b>Activity Management Meeting</b>		
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 Service Condition 29.8; or	<b>All</b>
29.12.2	notification by the Provider of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with Service Condition 29.9; or	<b>All</b>
29.12.3A	the submission of any Activity Report in accordance with Service Condition 29.10 indicating variances against the thresholds set out in the Indicative Activity Plan and/or any breaches of the thresholds set out in the Activity Planning Assumptions,	<b>IAP and APA</b>

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<p>29.12.3B the submission of any Activity Report in accordance with Service Condition 29.10 indicating breaches of the thresholds set out in the Activity Planning Assumptions,</p>	<b>APA</b>
<p>29.12.3C the submission of any Activity Report in accordance with General Condition 29.10 indicating any unexpected or unusual patterns of Referrals and/or Activity,</p> <p>in relation to any Commissioner, either the Co-ordinating Commissioner or the Provider may issue to the other an Activity Query Notice.</p>	<b>No IAP No APA</b>
<p>29.13 The Co-ordinating Commissioner and the Provider must meet to discuss any Activity Query Notice within 10 Operational Days following its issue.</p>	<b>All</b>
<p>29.14 At the Activity Management Meeting the Co-ordinating Commissioner and the Provider must:</p> <p>29.14.1 consider patterns of Referrals, of Activity and of the exercise by Service Users of their rights under Patient Choice; and</p> <p>29.14.2 agree either:</p> <p style="padding-left: 40px;">29.14.2.1 that the Activity Query Notice is withdrawn; or</p> <p style="padding-left: 40px;">29.14.2.2 to hold a Utilisation Meeting, in which case the provisions of Service Condition 29.15 will apply; or</p> <p style="padding-left: 40px;">29.14.2.3 to conduct a Joint Activity Review, in which case the provisions of Service Conditions 29.16 to 29.20 will apply.</p> <p><b>Utilisation Review Meeting</b></p>	<b>All</b>
<p>29.15 Within 10 Operational Days following agreement to hold a Utilisation Review Meeting under Service Condition 29.14, the Co-ordinating Commissioner and the Provider must meet:</p> <p>29.15.1 to agree a Utilisation Improvement Plan and/or update any previously agreed Utilisation Plan; and</p> <p>29.15.2 to discuss any matter that either considers necessary in relation to Utilisation.</p> <p><b>Joint Activity Review</b></p>	<b>All</b>
<p>29.16 Within 10 Operational Days following agreement to conduct a Joint Activity Review under Service Condition 29.14, the Co-ordinating Commissioner and the Provider must meet:</p> <p>29.16.1 to consider in further detail the matters referred to in Service Condition 29.14.1 and the causes of the unexpected or unusual pattern of Referrals and/or Activity; and</p>	<b>All</b>

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29.16.2 (if they consider it necessary or appropriate) to agree an Activity Management Plan.	
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 under Patient Choice.	<b>All</b>
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.	<b>All</b>
29.19 The Parties must implement any Activity Management Plan agreed or determined in accordance with Service Conditions 29.16 to 29.18 inclusive in accordance with its terms.	<b>All</b>
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.	<b>All</b>
<b>Prior Approval Scheme</b>	
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.	<b>All except AM, H, PT</b>
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, the Commissioners will not be liable to pay for that Service.	<b>All except AM, H, PT</b>
29.23 If a Prior Approval Scheme imposes any obligation on a Provider that would operate contrary to Patient Choice Guidance or Choice Guidance:	<b>All except AM, H, PT</b>
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 Service Condition 29.23.2 the relevant Commissioner will be liable to pay for that Service in accordance with Service Condition 36 ( <i>Payment Terms</i> ).	
29.24 If the Co-ordinating Commissioner requires any amendments to be made to a Prior Approval Scheme during a Contract Year, the Co-ordinating Commissioner must give the Provider not less than one month's notice in writing of those amendments. Those amendments must be implemented by the Provider on the date set out in the notice, and will only be applicable to Referrals made after that date.	<b>All except AM, H, PT</b>

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<p>29.25 If the 18 Weeks Referral-to-Treatment Standard is at risk for any Activity covered by a Prior Approval Scheme, the Co-ordinating Commissioner may require the Provider to specify a revised pathway to mitigate that risk.</p>	<p><b>All except AM, H, PT</b></p>
<p>29.26 If the Provider requests Prior Approval in accordance with a Prior Approval Scheme the relevant Commissioner must respond within the time period specified in the Prior Approval Scheme. If the Commissioner fails to do so it will be deemed to have given Prior Approval.</p>	<p><b>All except AM, H, PT</b></p>
<p>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 (that approval not be unreasonably withheld or delayed), the relevant Commissioner must grant retrospective Prior Approval for a Service provided to a Service User.</p>	<p><b>All except AM, H, PT</b></p>
<p><b>EMERGENCIES AND INCIDENTS</b></p>	
<p><b>SC30 Emergency Preparedness and Resilience Including Major Incidents</b></p>	
<p>30.1 The Provider must identify and have in place an Accountable Emergency Officer.</p>	<p><b>All</b></p>
<p>30.2 Each Party must have and maintain an up-to-date Business Continuity Plan.</p>	<p><b>All</b></p>
<p>30.3 Each Party must have and maintain an Incident Response Plan.</p>	<p><b>All</b></p>
<p>30.4 The Provider must have in place evacuation plans which provide for relocation of Service Users to alternative secure premises in the event of any Significant Incident or Emergency and how that relocation is to be effected in such a way as to maintain public safety and confidence.</p>	<p><b>MHSS</b></p>
<p>30.5 The Provider must:</p> <p style="margin-left: 20px;">30.5.1 assist in the development of and participate in joint planning and training exercises connected with its Incident Response Plan, including by conducting as required:</p> <p style="margin-left: 40px;">30.5.1.1 a communications exercise every 6 months;</p> <p style="margin-left: 40px;">30.5.1.2 a desktop exercise annually; and</p> <p style="margin-left: 40px;">30.5.1.3 a major live or simulated exercise if such an exercise has not been conducted within the previous 3 years;</p> <p style="margin-left: 20px;">30.5.2 have in place and maintain Staff who are suitably trained and competent in emergency preparedness, resilience and response;</p> <p style="margin-left: 20px;">30.5.3 have in place and maintain adequate facilities (including an Incident Co-ordination Centre) from which an Significant Incident or Emergency can be effectively managed,</p>	<p><b>All (not Small Providers, CH, D, H, Ph)</b></p>

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<p>in accordance with the NHS England Emergency Planning Framework.</p>	
<p>30.6 For ambulance services the training requirement referred to in Service Condition 30.5.2 will be in addition to the enhanced training for Hazardous Area Response Team (HART) support staff.</p>	<b>AM</b>
<p>30.7 The Provider must comply with:</p> <p>30.7.1 national and local civil contingency plans;</p> <p>30.7.2 the Civil Contingencies Act 2004;</p> <p>30.7.3 any other Law and/or Guidance in relation to Significant Incidents or Emergencies including the EPRR Guidance,</p> <p>to the extent applicable.</p>	<b>All (not Small Providers, CH, D, H, Ph)</b>
<p>30.8 The Parties must, through the LHRPs and any applicable sub-groups of the LHRPs, co-operate with and contribute to the co-ordinated development and review of any local area Business Continuity Plans and Incident Response Plans.</p>	<b>All (not Small Providers, CH, D, H, Ph)</b>
<p>30.9 If there is a Significant Incident or Emergency:</p> <p>30.9.1 the Parties must comply with their respective Incident Response Plans; and</p> <p>30.9.2 each Party must provide the others with whatever further assistance they may reasonably require to respond to that Significant Incident or Emergency; and</p> <p>30.9.3 the Provider must comply with its Business Continuity Plan.</p>	<b>All</b>
<p>30.10 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following:</p> <p>30.10.1 the activation of its Incident Response Plan;</p> <p>30.10.2 any risk or any actual disruption, to CRS or Essential Services; and/or</p> <p>30.10.3 the activation of its Business Continuity Plan.</p>	<b>All</b>
<p>30.11 The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under Service Condition 30.10.</p>	<b>All</b>
<p>30.12 The Provider must at the request of the Co-ordinating Commissioner provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or Public Health England in response to any national, regional or local public health emergency or incident.</p>	<b>All</b>
<p>30.13 If the Provider is subcontracting all or part of a Service, the Provider must:</p>	

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<p>30.13.1 ensure that its Incident Response Plan and its Business Continuity Plan make provision in relation to the subcontracted services; and</p>	<b>All</b>
<p>30.13.2 require any Material Sub-Contractor to have in place and maintain plans which are equivalent to the Provider's Incident Response Plan and Business Continuity Plan.</p>	
<p>30.14 The right of any Commissioner to:</p>	
<p>30.14.1 withhold or retain sums under General Condition 9 (<i>Contract Management</i>); and/or</p>	<b>All</b>
<p>30.14.2 suspend Services under General Condition 16 (<i>Suspension</i>),  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 Service Condition 30.</p>	
<p>30.15 The Provider must use its reasonable efforts to minimise the effect of a Significant Incident or Emergency on the Services and to continue the provision of Elective Care and Non-elective Care notwithstanding the Significant Incident or Emergency. If a Service User is already receiving treatment when the Significant Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not:</p>	<b>A</b>
<p>30.15.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or</p>	
<p>30.15.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.</p>	
<p>30.16 Subject to Service Condition 30.15, if the impact of a Significant 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 Significant Incident or Emergency on its ability to provide Elective Care.</p>	<b>A</b>
<p>30.17 During or in relation to any suspension or scaling back of Elective Care in accordance with Service Condition 30.16:</p>	
<p>30.17.1 General Condition 16 (<i>Suspension</i>) will not apply to that suspension;</p>	<b>A</b>
<p>30.17.2 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</p>	
<p>30.17.3 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</p>	

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<p>interests of all Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Significant Incident or Emergency (using that discretion in accordance with Good Practice).</p> <p>30.18 If, despite the Provider complying fully with its obligations under this Service Condition 30, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of:</p> <p>30.18.1 the identity of each Service User who has been transferred and the alternative provider;</p> <p>30.18.2 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;</p> <p>30.18.3 cancellations and postponements of admission dates;</p> <p>30.18.4 cancellations and postponements of out-patient appointments; and</p> <p>30.18.5 other changes in the Provider's list.</p> <p>30.19 As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Significant Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.</p>	<p style="text-align: center;"><b>A</b></p> <p style="text-align: center;"><b>A</b></p>
<p><b>SC31 Force Majeure: Service-specific provisions</b></p> <p>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 Event of Force Majeure that has occurred.</p> <p>31.2 This will not however prevent the Provider from relying upon General Condition 28 (<i>Force Majeure</i>) if the subsequent occurrence of a separate Event of Force Majeure prevents the Provider from delivering those Services.</p> <p>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.</p>	<p style="text-align: center;"><b>AM</b></p> <p style="text-align: center;"><b>AM</b></p> <p style="text-align: center;"><b>MHSS</b></p>
<p><b>SAFETY AND SAFEGUARDING</b></p>	
<p><b>SC32 Safeguarding</b></p> <p>32.1 The Provider has adopted and must comply with the Safeguarding Policies.</p> <p>32.2 The Safeguarding Policies must be updated from time to time to comply with the local multi-agency policies and any Commissioner safeguarding requirements.</p>	<p style="text-align: center;"><b>All</b></p> <p style="text-align: center;"><b>All</b></p>

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32.3	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.	<b>All</b>
32.4	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.	<b>All</b>
32.5	The Provider must nominate a Safeguarding Lead and a Prevent Lead and must ensure that the Commissioner is kept informed at all times of the identity of the Safeguarding Lead and the Prevent Lead	<b>All</b>
32.6	The Provider must include in its policies and procedures and comply with the principles contained in:  32.6.1 Prevent; and  32.6.2 the Prevent Guidance and Toolkit.	<b>Not Small Providers</b>
32.7	The Provider must include in its policies and procedures a programme to deliver WRAP and sufficiently resource that programme with accredited WRAP facilitators.	<b>Not Small Providers</b>
32.8	To the extent applicable to the Services, and as agreed by the Co-ordinating Commissioner in consultation with the Regional Prevent Co-ordinator, the Provider must include in its policies and procedures, and comply with, the principles contained in Prevent and the Prevent Guidance and Toolkit, including in relation to the delivery of WRAP for staff and volunteers.	<b>Small Providers</b>
<b>SC33 Incidents Requiring Reporting</b>		
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 NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents (as appropriate), in accordance with Good Practice and the Law.	<b>All</b>
33.2	The Provider must comply with the NHS Serious Incident Framework.	<b>All</b>
33.3	The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 6 Part D ( <i>Incidents Requiring Reporting Procedure</i> ) and under Schedule 6 Part B ( <i>Reporting Requirements</i> ).	<b>All</b>
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 6 Part D ( <i>Incidents Requiring Reporting Procedure</i> ) and in	<b>All</b>



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<p>Schedule 6 Part B (<i>Reporting Requirements</i>).</p> <p>33.5 The Commissioners will have complete discretion (subject only to the provisions of the DPA and other Law) to use the information provided by the Provider under this Service Condition 33, Schedule 6 Part D (<i>Incidents Requiring Reporting Procedure</i>) and Schedule 6 Part B (<i>Reporting Requirements</i>) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.</p>	<b>All</b>
<p><b>SC34 Death of a Service User</b></p> <p>34.1 The Provider must maintain and operate a Death of a Service User Policy.</p>	<b>All</b>
<p><b>SC35 Duty of Candour</b></p> <p>35.1 If a Reportable Patient Safety Incident occurs or is suspected to have occurred the Provider must:</p> <ul style="list-style-type: none"> <li>35.1.1 provide to the Service User and to any other Relevant Person all necessary support and all relevant information in relation to that incident;</li> <li>35.1.2 immediately on becoming aware of that occurrence or suspected occurrence, report the Reportable Patient Safety Incident to Local Risk Management Systems in accordance with the Incidents Requiring Reporting Procedure and Guidance;</li> <li>35.1.3 as soon as practicable, instigate and conduct a full investigation into the Reportable Patient Safety Incident in accordance with the Incidents Requiring Reporting Procedure and Guidance;</li> <li>35.1.4 as soon as practicable, but in any event within 10 Operational Days after reporting the Reportable Patient Safety Incident in accordance with Service Condition 35.1.2, notify the Relevant Person that the Reportable Patient Safety Incident has occurred or is suspected to have occurred (as appropriate). The notification must: <ul style="list-style-type: none"> <li>35.1.4.1 be verbal, and conducted in person by one or more representatives of the Provider, including where possible the clinician responsible for the episode of care during or as a result of which the Reportable Patient Safety Incident occurred, unless the Service User cannot be contacted in person or declines to be contacted;</li> <li>35.1.4.2 provide all facts the Provider knows about the incident as at the date of the notification;</li> <li>35.1.4.3 include an Appropriate Apology;</li> </ul> </li> </ul>	<b>All</b>



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<p>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</p> <p>35.3.3 require the Provider to publish details of that failure prominently on the Provider's website.</p> <p>35.4 Any action taken or required by the Co-ordinating Commissioner under Service Condition 35.3 will be in addition to any consequence applied in accordance with Schedule 4 Part B (<i>National Quality Requirements</i>).</p>	<b>All</b>
<b>PAYMENT TERMS</b>	
<p><b>SC36 Payment Terms</b></p> <p><b>Payment Principles</b></p> <p>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.</p> <p>36.2 To avoid any doubt, the Provider will be entitled to be paid for Services delivered during the continuation of:</p> <p>36.2.1 any Significant Incident or Emergency, except as otherwise provided or agreed under Service Condition 30 (<i>Emergency Preparedness and Resilience Including Major Incidents</i>); and</p> <p>36.2.2 any Event of Force Majeure, except as otherwise provided or agreed under General Condition 28 (<i>Force Majeure</i>).</p>	<p><b>All Providers</b></p> <p><b>All Providers</b></p>
<p><b>Prices</b></p> <p>36.3 The Prices payable by the Commissioners under this Contract will be:</p> <p>36.3.1 for any Service for which the National Tariff mandates or specifies a price:</p> <p>36.3.1.1 the National Price; or</p> <p>36.3.1.2 the National Price as modified by a Local Variation; or</p> <p>36.3.1.3 (subject to Service Conditions 36.16 to 36.20 (<i>Local Modifications</i>)) the National Price as modified by a Local Modification approved or granted by Monitor,</p> <p>for the relevant Contract Year;</p>	<b>All Providers</b>



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<b>Local Variations</b>		
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.	<b>All Providers</b>
36.12	The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	<b>All Providers</b>
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.	<b>All Providers</b>
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.	<b>All Providers</b>
36.15	Each Local Variation must be recorded in Schedule 3 Part B ( <i>Local Variations</i> ), submitted by the Co-ordinating Commissioner to Monitor in accordance with the National Tariff and published in accordance with section 116(3) of the 2012 Act.	<b>All Providers</b>
<b>Local Modifications</b>		
36.16	The Co-ordinating Commissioner and the Provider may agree (or Monitor may determine) a Local Modification in accordance with the National Tariff.	<b>All Providers</b>
36.17	Any Local Modification agreed and proposed by the Co-ordinating Commissioner and the Provider must be submitted for approval by Monitor in accordance with the National Tariff. If Monitor 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 Monitor's notice of approval. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending Monitor'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 Monitor.	<b>All Providers</b>
36.18	If the Co-ordinating Commissioner and the Provider have failed to agree and propose a Local Modification, the Provider may apply to Monitor to determine a Local Modification. If Monitor 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 Monitor's notice of decision. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending Monitor'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 Service Conditions 36.11 to 36.15).	<b>All Providers</b>
36.19	If Monitor 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 Service Conditions 36.11 to 36.15), and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the	<b>All Providers</b>

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<p>relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with Service Conditions 36.11 to 36.15). If Monitor 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 Service Conditions 36.11 to 36.15).</p> <p>36.20 Each Local Modification agreement and each application for determination of a Local Modification must be submitted to Monitor 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 Monitor must be recorded in Schedule 3 Part C (<i>Local Modifications</i>).</p>	<b>All Providers</b>
<p style="text-align: center;"><b>Marginal Rate Emergency Rule</b></p> <p>36.21 The baseline value for emergency admissions must be agreed and recorded in Schedule 3 Part D (<i>Marginal Rate Emergency Rule</i>) in accordance with the National Tariff.</p>	<b>A</b>
<p style="text-align: center;"><b>Emergency Readmission Within 30 Days</b></p> <p>36.22 The threshold above which readmissions will not be reimbursed, and the amount that will not be paid for any readmission above that threshold, must be agreed and recorded in Schedule 3 Part E (<i>Emergency Readmission Within 30 Days</i>) in accordance with the National Tariff.</p>	<b>A</b>
<p style="text-align: center;"><b>Aggregation and Disaggregation of Payments</b></p> <p>36.23 The Co-ordinating Commissioner may make or receive all (but not only some) of the payments due under Service Condition 36 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, but must be recorded in Schedule 3 Part G (<i>Notices to Aggregate/Disaggregate Payments</i>).</p>	<b>All Providers</b>
<p style="text-align: center;"><b>SMALL PROVIDERS</b></p>	
<p style="text-align: center;"><b>Payment to Small Providers where the Parties have agreed an Expected Annual Contract Value</b></p> <p>36.24 Each Commissioner must make payments on account to the Provider in accordance with the provisions of Service Condition 36.25 or if applicable</p>	<b>Small Providers – Expected Annual Contract Value</b>

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Service Conditions 36.26 and 36.27.	<b>agreed</b>
36.25 The Provider must supply to each Commissioner a quarterly invoice at least 10 Operational Days before the first day of each Quarter, setting out the amount to be paid by that Commissioner for that Quarter. The amount to be paid will be one quarter of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each Quarter beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.	<b>Small Providers – Expected Annual Contract Value agreed</b>
36.26 If the Service Commencement Date does not fall on 1 April the timing and amounts of payments on account for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3 Part H ( <i>Timing and Amounts of Payments in First and/or Final Contract Year</i> ).	<b>Small Providers – Expected Annual Contract Value agreed</b>
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 3 Part H ( <i>Timing and Amounts of Payments in First and/or Final Contract Year</i> ).	<b>Small Providers – Expected Annual Contract Value agreed</b>
36.28 In order to confirm the actual sums payable for Services delivered, the Provider must provide a separate reconciliation account for each Commissioner for each Quarter showing the aggregate and a breakdown of the Prices for all Services delivered and completed in that Quarter. Each reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 ( <i>Information Requirements</i> ) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 25 Operational Days after the end of the Quarter to which it relates.	<b>Small Providers – Expected Annual Contract Value agreed</b>
36.29 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	<b>Small Providers – Expected Annual Contract Value agreed</b>
36.30 Each Commissioner must either agree the reconciliation account produced in accordance with Service Condition 36.28 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.54. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	<b>Small Providers – Expected Annual Contract Value agreed</b>

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<p>36.31 A Commissioner's agreement of a reconciliation account (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner (or, where payments are to be aggregated, by the Co-ordinating Commissioner) to the Provider or by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner), as appropriate. The Provider must provide to the Commissioner (or the Co-ordinating 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 the issue of the credit note.</p>	<p style="text-align: center;"><b>Small Providers – Expected Annual Contract Value agreed</b></p>
<p style="text-align: center;"><b>Payment where the Parties have not agreed an Expected Annual Contract Value in relation to any Services</b></p> <p>36.32 In respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue an invoice within 15 Operational Days after the end of each month to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of Services provided to that Commissioner in that month. Subject to Service Condition 36.54 the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle each invoice within 10 Operational Days of receipt of the invoice.</p>	<p style="text-align: center;"><b>Small Providers – Expected Annual Contract Value not agreed</b></p>
<p style="text-align: center;"><b>OTHER PROVIDERS</b></p>	
<p style="text-align: center;"><b>Payment where the Parties have agreed an Expected Annual Contract Value</b></p> <p>36.33 Each Commissioner must make payments on account to the Provider in accordance with the following provisions of Service Condition 36.34, or if applicable Service Conditions 36.35 and 36.36.</p>	<p style="text-align: center;"><b>Other Providers – Expected Annual Contract Value agreed</b></p>
<p>36.34 The Provider must supply to each Commissioner a monthly invoice before the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid shall be one twelfth 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 the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.</p>	<p style="text-align: center;"><b>Other Providers – Expected Annual Contract Value agreed</b></p>
<p>36.35 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 3 Part H (<i>Timing and Amounts of Payments in First and/or Final Contract Year</i>).</p>	<p style="text-align: center;"><b>Other Providers – Expected Annual Contract Value</b></p>



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	<b>agreed</b>
36.36 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 3 Part H ( <i>Timing and Amounts of Payments in First and/or Final Contract Year</i> ).	<b>Other Providers – Expected Annual Contract Value agreed</b>
<p style="text-align: center;"><b>Reconciliation for Services where National Prices (whether or not subject to a Local Variation or Local Modification) where the Parties have agreed an Expected Annual Contract Value</b></p> <p>36.37 For Services to which National Prices (whether or not subject to a Local Variation or Local Modification) (and where applicable in relation to reconciliations in accordance with Service Condition 36.41), 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 month showing the sum equal to the Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 (<i>Information Requirements</i>) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 15 Operational Days after the end of the month to which it relates.</p>	<b>Other Providers- Expected Annual Contract Value agreed</b>
36.38 Each Commissioner must either agree the reconciliation account produced in accordance with Service Condition 36.37 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.54. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	<b>Other Providers- Expected Annual Contract Value agreed</b>
36.39 Following the First Reconciliation Date, each Commissioner must raise with the Provider any data validation queries it has 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 Inclusion Date.	<b>Other Providers- Expected Annual Contract Value agreed</b>
36.40 The Provider must send to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) a final reconciliation account for each month within 5 Operational Days after the Final Reconciliation Date for that month. 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 Service Condition 36.54. No Commissioner may unreasonably withhold or delay its agreement to a final reconciliation account.	<b>Other Providers - Expected Annual Contract Value agreed</b>

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<p style="text-align: center;"><b>Reconciliation for Services to which Local Prices apply where the Parties have agreed an Expected Annual Contract Value</b></p> <p>36.41 For Services to which a Local Price applies, reconciliation must be carried out on the basis of either:</p> <p style="padding-left: 40px;">36.41.1 the reconciliation provisions set out in Service Condition 36.42 and 36.43; or</p> <p style="padding-left: 40px;">36.41.2 the reconciliation provisions relating to National Prices (whether or not subject to Local Variation or Local Modification) set out in Service Conditions 36.37 to 36.40 (inclusive),</p> <p>as the Co-ordinating Commissioner specifies from time to time.</p>	<p><b>Other Providers - Expected Annual Contract Value agreed</b></p>
<p>36.42 In order to confirm the actual sums payable for delivered Services to which Local Prices apply, the Provider must provide a separate reconciliation account for each Commissioner for each month (unless otherwise agreed by the Parties in writing in accordance with the National Tariff), showing the sum equal to the Local Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 (<i>Information Requirements</i>) and sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 5 Operational Days after the First Reconciliation Date for the month to which it relates.</p>	<p><b>Other Providers - Expected Annual Contract Value agreed</b></p>
<p>36.43 Each Commissioner and Provider must either agree the reconciliation account produced in accordance with Service Condition 36.42 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.54. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.</p>	<p><b>Other Providers - Expected Annual Contract Value agreed</b></p>
<p style="text-align: center;"><b>Other aspects of reconciliation for all Prices where the Parties have agreed an Expected Annual Value</b></p> <p>36.44 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.</p> <p>36.45 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 (or, where payments are to be aggregated, by the Co-ordinating Commissioner) to the Provider or by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner), as appropriate. The Provider must supply to the Commissioner (or the Co-ordinating 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.</p>	<p><b>Other Providers - Expected Annual Contract Value agreed</b></p>

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<p><b>Payment where the Parties have not agreed an Expected Annual Contract Value for any Services</b></p> <p>36.46 In respect only of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue a monthly invoice within 15 Operational Days after the end of each month to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of those Services provided for that Commissioner in that month. Subject to Service Condition 36.54, the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle the invoice within 10 Operational Days of its receipt.</p>	<p style="text-align: center;"><b>Other Providers - pected Annual Contract Value not agreed</b></p>
<p style="text-align: center;"><b>GENERAL PROVISIONS</b></p>	
<p><b>Operational Standards, National Quality Requirements and Local Quality Requirements</b></p> <p>36.47 If the Provider breaches any of the thresholds in respect of the Operational Standards, the National Quality Requirements or the Local Quality Requirements the Provider must repay to the relevant Commissioner or the relevant Commissioner must deduct from payments due to the Provider (as appropriate), the relevant sums as determined in accordance with Schedule 4 Part A (<i>Operational Standards</i>) and/or Schedule 4 Part B (<i>National Quality Requirements</i>) and/or Schedule 4 Part C (<i>Local Quality Requirements</i>) and/or Schedule 4 Part H (<i>Sanction Variations</i>) (as appropriate). The sums repaid or deducted under this Service Condition 36.47 in respect of any Quarter will not in any event exceed 2.5% of the Actual Quarterly Value.</p>	<p style="text-align: center;"><b>All Providers</b></p>
<p><b>Never Events</b></p> <p>36.48 If a Never Event occurs, the relevant Commissioners will be entitled to apply the Never Event Consequence set out in Schedule 4 Part D (<i>Never Events</i>).</p>	<p style="text-align: center;"><b>All Providers</b></p>
<p><b>Statutory and Other Charges</b></p> <p>36.49 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.</p>	<p style="text-align: center;"><b>All Providers</b></p>
<p>36.50 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. The Provider must comply with all applicable Law and Guidance in relation to the identification of and collection of charges from Service Users who are overseas visitors or migrants.</p>	<p style="text-align: center;"><b>All Providers</b></p>

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<p>36.51 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.</p>	<p><b>All Providers</b></p>
<p style="text-align: center;"><b>Patient Pocket Money</b></p> <p>36.52 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.</p>	<p><b>MH, MHSS</b></p>
<p style="text-align: center;"><b>VAT</b></p> <p>36.53 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.</p>	<p><b>All Providers</b></p>
<p style="text-align: center;"><b>Contested Payments</b></p> <p>36.54 If a Party contests all or any part of any payment calculated in accordance with this Service Condition 36:</p> <p style="margin-left: 20px;">36.54.1 the contesting Party must (as appropriate):</p> <p style="margin-left: 40px;">36.54.1.1 within 5 Operational Days of the provision of the reconciliation account in accordance with Service Condition 36.28, 36.37 or 36.42, or the final reconciliation account in accordance with Service Condition 36.45 (as appropriate); or</p> <p style="margin-left: 40px;">36.54.1.2 within 5 Operational Days of receipt of an invoice in accordance with Service Condition 36.32 or 36.46,</p> <p style="margin-left: 40px;">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</p> <p style="margin-left: 20px;">36.54.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and</p> <p style="margin-left: 20px;">36.54.3 if the matter has not been resolved within 20 Operational Days of the date of notification under Service Condition 36.54.1, the contesting Party must refer the matter to Dispute Resolution,</p> <p>and following the resolution of any Dispute referred to Dispute Resolution in accordance with this Service Condition 36.54, insofar as any amount shall be</p>	<p><b>All Providers</b></p>

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<p>agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. The Provider must make any payment due to the Commissioner immediately together with interest calculated in accordance with Service Condition 36.54. For the purposes of Condition 36.55 the date the amount was due will be the date it would have been due had the amount not been disputed.</p>	
<p><b>Interest on Late Payments</b></p> <p>36.55 Subject to any express provision of this Contract to the contrary (including without limitation the Provisions relating to Withholding and/or Retention of Payment), each Party will be entitled, in addition to any other right or remedy, to receive Interest on any payment not made from the day after the date on which payment was due up to and including the date of payment.</p>	<p><b>All Providers</b></p>
<p><b>Set Off</b></p> <p>36.56 Whenever any sum is due from one Party to another as a consequence of reconciliation under this Service Condition 36 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.</p>	<p><b>All Providers</b></p>
<p><b>Invoice Validation</b></p> <p>36.57 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.</p>	<p><b>All</b></p>
<p><b>QUALITY REQUIREMENTS AND INCENTIVE SCHEMES</b></p>	
<p><b>SC37 Local Quality Requirements and Quality Incentive Scheme</b></p> <p>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 through the integrated governance arrangements set out in the National Standards and having regard to Guidance.</p> <p>37.2 Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under Monitor's Licence (if any) or required by any relevant Regulatory or Supervisory Body.</p> <p>37.3 Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements and Quality Incentive</p>	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>

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<p>Scheme Indicators 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 and Quality Incentive Scheme Indicators 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 and Quality Incentive Scheme Indicators by means of a Service Variation (and, where revised Local Quality Requirements and Quality Incentive Scheme Indicators are in respect of a Service to which a National Price applies and if appropriate, a Local Variation in accordance with Service Conditions 36.11 to 36.15 (<i>Local Variations</i>)).</p>	
<p>37.4 If revised Local Quality Requirements and/or Quality Incentive Scheme Indicators cannot be agreed between the Parties, the Parties must refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.</p>	<b>All</b>
<p>37.5 For the avoidance of doubt, the Quality Incentive Scheme Indicators will apply in addition to and not in substitution for the Local Quality Requirements.</p>	<b>All</b>
<b>Variations to National Sanctions</b>	
<p>37.6 The Co-ordinating Commissioner and the Provider may agree to vary or disapply the National Sanction in respect of any Operational Standard or National Quality Requirement. Any such variation or disapplication:</p>	<b>All</b>
<p>37.6.1 may be agreed for one or more Contract Years or for the duration of this Contract;</p>	
<p>37.6.2 must apply in respect of all of the Commissioners;</p>	
<p>37.6.3 must be recorded in Schedule 4 Part H (<i>Sanction Variations</i>) and submitted by the Co-ordinating Commissioner to NHS England in accordance with Contract Technical Guidance;</p>	
<p>37.6.4 will not in any way affect the Provider's obligations or the Commissioners' other rights and remedies under this Contract in respect of the relevant Operational Standard or National Quality Requirement.</p>	
<b>SC38 Commissioning for Quality and Innovation (CQUIN)</b>	
<p>38.1 If the Provider has satisfied a CQUIN Indicator a CQUIN Payment will be payable by the Commissioners to the Provider in accordance with CQUIN Table 1.</p>	<b>All</b>
<b>Payment on Account</b>	
<p>38.2 Before the start of each Contract Year the Co-ordinating Commissioner and the Provider may agree a schedule of payments to be made by the Commissioners during the relevant Contract Year on account in expectation of the Provider satisfying the CQUIN Indicators. That schedule of payments must be recorded in CQUIN Table 2.</p>	<b>All</b>

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<p>38.3 Each Commissioner must, on receipt of the appropriate invoice, pay to the Provider its CQUIN Payments on Account in accordance with CQUIN Table 2.</p> <p><b>CQUIN Performance Report</b></p>	<p><b>All</b></p>
<p>38.4 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.</p>	<p><b>All</b></p>
<p>38.5 The Co-ordinating Commissioner must review and discuss with each Commissioner the contents of each CQUIN Performance Report.</p>	<p><b>All</b></p>
<p>38.6 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.</p>	<p><b>All</b></p>
<p>38.7 In response to any CQUIN Query Notice the Provider must, within 10 Operational Days of receipt, either:</p> <p style="margin-left: 20px;">38.7.1 submit a revised CQUIN Performance Report (including, where appropriate, further supporting evidence); or</p> <p style="margin-left: 20px;">38.7.2 refer the matter to Dispute Resolution.</p>	<p><b>All</b></p>
<p>38.8 If the Provider submits a revised CQUIN Performance Report in accordance with Service Condition 38.7, the Co-ordinating Commissioner must, within 10 Operational Days of receipt, either:</p> <p style="margin-left: 20px;">38.8.1 accept the revised CQUIN Performance Report; or</p> <p style="margin-left: 20px;">38.8.2 refer the matter to Dispute Resolution.</p>	<p><b>All</b></p>
<p>38.9 The CQUIN Payments on Account may be adjusted from time to time as may be set out in CQUIN Table 2, on the basis of accepted CQUIN Performance Reports.</p> <p><b>Reconciliation</b></p>	<p><b>All</b></p>
<p>38.10 Within 20 Operational Days following the later of:</p> <p style="margin-left: 20px;">38.10.1 the end of the Contract Year; and</p> <p style="margin-left: 20px;">38.10.2 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year,</p> <p style="margin-left: 20px;">the Provider must submit a CQUIN Reconciliation Account to the Co-ordinating Commissioner.</p>	<p><b>All</b></p>
<p>38.11 If payment is made in accordance with Clause 38.13 before the final reconciliation account for the relevant Contract Year is agreed under Service</p>	<p><b>All</b></p>

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<p>Condition 36 (<i>Payment Terms</i>), and the Actual Annual Value for the relevant Contract Year is not the same as the Expected Annual Contract Value against which the CQUIN Payment was calculated, the Provider must within 10 Operational Days following the agreement of the final reconciliation account under Service Condition 36 (<i>Payment Terms</i>), send the Co-ordinating Commissioner a reconciliation statement reconciling the CQUIN Payment against what it would have been had it been calculated against the Actual Annual Value.</p>	
<p>38.12 Within 5 Operational Days of receipt of either the CQUIN Reconciliation Account under Service Condition 38.10 or the reconciliation statement under Service Condition 38.11 (as the case may be), the Co-ordinating Commissioner must either agree it or wholly or partially contest it in accordance with Service Condition 38.14. The Co-ordinating Commissioner's agreement of either the CQUIN Reconciliation Account under Service Condition 38.10 or the reconciliation statement under Service Condition 38.11 must not be unreasonably withheld or delayed.</p>	<b>All</b>
<p>38.13 The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under Service Condition 38.10 or a reconciliation statement under Service Condition 38.11 (or where agreed in part in relation to that part) 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 an invoice or credit note (as appropriate) within 5 Operational Days of the agreement and payment must be made within 10 Operational Days following receipt of the invoice or issue of the credit note.</p>	<b>All</b>
<p>38.14 If the Co-ordinating Commissioner contests either the CQUIN Reconciliation Account or the reconciliation statement:</p> <p style="margin-left: 20px;">38.14.1 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;</p> <p style="margin-left: 20px;">38.14.2 any uncontested payment identified in either the CQUIN Reconciliation Account under Service Condition 38.10 or the reconciliation statement under Service Condition 38.11 must be paid in accordance with Service Condition 38.13 by the Party from whom it is due; and</p> <p style="margin-left: 20px;">38.14.3 if the matter has not been resolved within 20 Operational Days following the date of notification under Service Condition 38.14.1, either Party may refer the matter to Dispute Resolution,</p> <p>and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution in accordance with this Service Condition 39.14, if any amount is agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for that amount. The Party from whom any amount is agreed or determined to be payable must immediately pay the amount due to together with interest calculated in accordance with Service Condition 36.55. For the purposes of Service Condition 36.55 the date the amount was due will be the date it would have been due had the amount not</p>	<b>All</b>



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<p>been disputed.</p> <p><b>Variations to National CQUINs</b></p> <p>38.15 The Co-ordinating Commissioner and the Provider may agree to vary or disapply any National CQUIN. Any such variation or disapplication:</p> <p>38.15.1 may be agreed for one or more Contract Years or for the duration of this Contract in accordance with CQUIN Guidance;</p> <p>38.15.2 must apply in respect of all of the Commissioners;</p> <p>38.15.3 must be recorded in Schedule 4 Part I (<i>CQUIN Variations</i>) and submitted by the Co-ordinating Commissioner to NHS England in accordance with CQUIN Guidance.</p>	<p><b>All</b></p>
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