



**NHS Standard
Contract 2017/18
and 2018/19**

**Shorter-form
interactive version**


Publications Gateway Reference 06413

NHS Standard Contract 2017/18 and 2018/19

Shorter-form interactive version

This interactive pdf is intended to assist commissioners and providers in completing and understanding the shorter-form NHS Standard Contract 2017/18 – 2018/19.

This interactive pdf links the text from the shorter-form Particulars, Service Conditions and General Conditions with relevant Definitions and text from the NHS Standard Contract Technical Guidance. The Contract text is shown on the left hand side of each page, and the Definitions and Technical Guidance text is shown on the panel on the right hand side of each page. Please click on 'show definitions' and 'show technical guidance' to swap between the two.

It is not possible to include hyperlinks in an interactive pdf. Please click on the blue symbol  next to a hyperlink in the technical guidance panel to open it.

The NHS shorter-form Contract, the NHS Standard Contract Technical Guidance and the shorter-form User Guide may be downloaded from the NHS Standard Contract web page <https://www.england.nhs.uk/nhsstandard-contract/17-18/>

We welcome feedback on this pdf and feedback may be sent to england.contractsengagement@nhs.net

Queries on the shorter-form NHS Standard Contract may be sent to nhs.cb.contracts.help@nhs.net

A shorter-form Contract may also be created using the eContract system <https://www.econtract.england.nhs.uk/Home/>

If you have any difficulty understanding or reading this document, please contact nhs.cb.contracts.help@nhs.net

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QUICK GUIDE



The shorter-form Contract was first published for use from April 2016, and has now been updated to extend the circumstances in which it may be used, from April 2017.

Commissioners may use the shorter-form Contract for non-inpatient mental health and learning disability services, for any community services, including those provided by general practices, pharmacies, optometrists and voluntary sector bodies, for hospice care / end of life care services outside acute hospitals, for care provided in residential and nursing homes, for non-inpatient diagnostic, screening and pathology services and for patient transport services.

The shorter-form Contract must not be used for contracts under which acute, cancer, A&E, minor injuries, 111 or emergency ambulance services, or any other hospital inpatient services, including for mental health and learning disabilities, are being commissioned. Restricting use of the shorter-form Contract in this way significantly reduces the number of detailed requirements which it has to include, and these providers (that is, providers of those services for which the shorter-form Contract must not be used) tend to be larger organisations.

The shorter-form Contract can now be used for diagnostic, screening and pathology services, including where the National Tariff guidance sets a mandatory national price. We recognise that this will allow the shorter-form Contract to be used in a wider range of appropriate situations. Including the provisions relation to mandatory national prices adds to the length of the Contract, so we strongly recommend that commissioners use the e-Contract functionality, to ensure that this additional wording only appears in those contracts where it is required.

Within these parameters, it is for commissioners to determine when they wish to use the shorter-form version of the Contract, as opposed to the full length.

We have not set a specific financial threshold for use of the shorter-form contract, but we strongly encourage commissioners to use it for appropriate services with lower annual values, which will tend to include the great majority of contracts held by the smaller provider organisations which this new contract form is particularly intended to assist. The end result of this approach should be that the shorter-form Contract is used for most contracts with smaller providers, including voluntary organisations, hospices (where grant agreements are not being used) care home operators and providers of enhanced services such as general practices, pharmacies and optometrists.

However, in deciding whether to use the shorter-form Contract to commission services for which it may be used, commissioners should consider carefully the differences in the management process and other provisions between the shorter-form and full-length Contracts. If the “lighter touch” approach of the shorter-form is not thought appropriate to the services, the relationship or the circumstances, the full-length Contract may be used. Also, if the provider is providing other services under the full-length Contract, it may be more appropriate to keep all services on this form.

Note that when services are being tendered (whether competitively or under AQP) the same form of contract must be offered to all potential providers of those services. The form of contract offered (whether shorter-form or full-length) should be made clear in the Prior Information Notice, advertisements and other communications with potential providers.

CONTRACT REFERENCE

DATE OF CONTRACT

SERVICE COMMENCEMENT DATE

CONTRACT TERM

[] years/months commencing []
[(or as extended in accordance with
Schedule 1C)]

COMMISSIONERS

[] (ODS [])

CO-ORDINATING Commissioner

[]

[] (ODS [])

PROVIDER

Principal and/or registered office address:

[]

[Company number: []]

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- | | | | |
|------|---|------|--|
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Definitions and Interpretation

CONTRACT

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

1. the **Particulars**;
2. the **Service Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

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

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

SIGNED by

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

[INSERT AS ABOVE FOR EACH COMMISSIONER]

Signature

Title

Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

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

[INSERT PROVIDER NAME]

Signature

Title

Date

SERVICE COMMENCEMENT AND CONTRACT TERM

Effective Date	[The date of this Contract] [or as specified here]
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
Option to extend Contract Term	YES/NO
Notice Period (for termination under GC17.2)	[] months

SERVICES

Service Categories	Indicate all that apply
Continuing Healthcare Services (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	

Service Requirements	
Essential Services (NHS Trusts only)	YES/NO
PAYMENT	
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	YES/NO
Local Prices Apply to some or all Services	YES/NO
Expected Annual Contract Value Agreed	YES/NO

GOVERNANCE AND REGULATORY

Provider's Nominated Individual	[	]	Email: [	]	Tel: []
Provider's Information Governance Lead	[	]	Email: [	]	Tel: []
Provider's Caldicott Guardian	[	]	Email: [	]	Tel: []
Provider's Senior Information Risk Owner	[	]	Email: [	]	Tel: []
Provider's Accountable Emergency Officer	[	]	Email: [	]	Tel: []
Provider's Safeguarding Lead	[	]	Email: [	]	Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[	]	Email: [	]	Tel: []
Provider's Mental Capacity and Deprivation of Liberty Lead	[	]	Email: [	]	Tel: []
Provider's Freedom To Speak Up Guardian	[	]	Email: [	]	Tel: []

CONTRACT MANAGEMENT

	Co-ordinating Commissioner: []
	Address: []
	Email: []
Addresses for service of Notices	Commissioner: []
	Address: []
	Email: []
	Provider: []
	Address: []
	Email: []
Commissioner Representative(s)	Co-ordinating Commissioner: []
	Address: []
	Email: []
Provider Representative	Co-ordinating Commissioner: []
	Address: []
	Email: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

1. Evidence of appropriate Indemnity Arrangements
2. [Evidence of CQC registration (where required)]
3. [Evidence of Monitor’s Licence (where required)]
4. [Insert text locally as required]

C. Extension of Contract Term

To be included only in accordance with NHS Standard Contract Technical Guidance.

1. [As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract], the Commissioners may opt to extend the Contract Term by [] months/year(s).

2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than [] months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

Or NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

[Insert text locally as required]

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years, or state Not Applicable

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

J. Transfer of and Discharge from Care Policies

[Insert text locally as required or state Not applicable]

K. Safeguarding Policies and Mental Capacity Act Policies

[Insert text locally as required]

SCHEDULE 3 – PAYMENT

A. Local Prices

Insert template in respect of any departure from an applicable national currency; insert text and/or attach spreadsheets or documents locally

B. Local Variations

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

Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable

F. Expected Annual Contract Values

Insert text locally (for one or more Contract Years) or state Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/ National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.4	<i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*</i>	<i>Operating standard of no more than 1%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Monthly</i>	<i>CS D</i>
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*	Operating standard of 95%	Review of Service Quality Performance Reports	Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	MH
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All

	Completion of a valid NHS Number field in mental health commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
	Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care*	For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

'In respect of the Operational Standard shown in bold italics the provisions of SC36.27A apply.

*as further described in Joint Technical Definitions for Performance and Activity 2017/18-2018/19 available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf>

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally					

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years or state Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website website to be found at http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally			
1. Activity and Finance Report (note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
5. Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]

Local Requirements Reported Locally

Insert as agreed locally*

- In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the Data Services for Commissioners Resources webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

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

Insert text locally

SCHEDULE 7 – PENSIONS

Insert text locally (template drafting available via <http://www.england.nhs.uk/nhs-standard-contract/>) or state Not Applicable

SCHEDULE 8 – TUPE*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:

- 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
- 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
- 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.

2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.

3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or

3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.

4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:

4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;

4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or

4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.

5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice Staff Transfers in the Public Sector January 2000

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

*Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.



Service Conditions

NHS Standard Contract (Shorter Form)
2017/18 and 2018/19

SERVICE CONDITIONS

SC1 Compliance with the Law and the NHS Constitution

<p>1.1 The Provider must provide the Services in accordance with the Fundamental Standards of Care and the Service Specifications.</p>	<p>All</p>
<p>1.2 The Parties must perform their respective obligations under this Contract in accordance with:</p> <p>1.2.1 the terms of this Contract; and</p> <p>1.2.2 the Law; and</p> <p>1.2.3 Good Practice.</p> <p>The Provider must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.</p>	<p>All</p>
<p>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.</p>	<p>All</p>

SERVICE CONDITIONS

SC2 Regulatory Requirements

<p>2.1 The Provider must:</p> <ul style="list-style-type: none"> 2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body, and with any requirements, standards and recommendations issued from time to time by such a body; 2.1.2 consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report; 2.1.3 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider; 2.1.4 comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time; 2.1.5 respond to any reports and recommendations made by Local Healthwatch. 	<p>All</p>
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SERVICE CONDITIONS

SC3 Service Standards

<p>3.1 The Provider must :</p> <p>3.1.1 not breach the thresholds in respect of the Operational Standards, National Quality Requirements and Local Quality Requirements; and</p> <p>3.1.2 ensure that Never Events do not occur.</p>	<p>All</p>
<p>3.2 A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.</p>	<p>All</p>
<p>3.3 The Provider must continually review and evaluate the Services, must implement Lessons Learned from those reviews and evaluations, from feedback, complaints, Patient Safety Incidents, Never Events, and from Service User, Staff, GP and public involvement (including the outcomes of Surveys).</p>	<p>All</p>

SERVICE CONDITIONS

SC4 Co-operation

4.1 The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract. The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law and Good Practice, to facilitate the delivery of co-ordinated and integrated services for the benefit of Service Users.

All

SERVICE CONDITIONS

SC5 Commissioner Requested Services / Essential Services

<p>5.1 The Provider must comply with its obligations under Monitor’s Licence (if required) in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.</p>	<p>All</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>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, in consultation with the Co-ordinating Commissioner, implement the Essential Services Continuity Plan as required:</p> <p>5.3.1 if there is any interruption to or suspension of the Essential Services; or</p> <p>5.3.2 on expiry or early termination of this Contract or of any Service.</p>	<p>Essential Services</p>

SERVICE CONDITIONS

SC6 Choice, Referrals and Booking

6.1	The Parties must comply with Guidance issued by the Department of Health, NHS England and NHS Improvement regarding patients' rights to choice of provider and/or consultant.	All
6.2	The Provider must accept any Referral of a Service User made in accordance with the Referral processes or and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	All
6.3	The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract.	All
6.4	Except as permitted under the Service Specifications, the Provider must not carry out, nor refer to another provider to carry out, any treatment or care that is unrelated to a Service User's original Referral or presentation without the agreement of the Service User's GP.	All

SERVICE CONDITIONS

SC7 Intentionally Omitted

SERVICE CONDITIONS

SC8 Making Every Contact Count and Self Care

8.1 The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	All
8.2 Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care.	All

SERVICE CONDITIONS

SC9 Intentionally Omitted

SERVICE CONDITIONS

SC10 Personalised Care Planning and Shared Decision-Making

<p>10.1 The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner, and must have regard to NICE guideline NG56 (<i>multi-morbidity, clinical assessment and management</i>).</p>	<p>All</p>
<p>10.2 Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.</p>	<p>CS, MH</p>

SERVICE CONDITIONS

SC11 Transfer of and Discharge from Care

11.1	The Provider must comply with the Transfer of and Discharge from Care Protocols and all Law and Guidance (including LD Guidance and Transfer and Discharge Guidance) relating to transfer of and discharge from care.	All
11.2	The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	All

SERVICE CONDITIONS

SC11 Transfer of and Discharge from Care

11.3 The Provider must issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider within the timescale, and in accordance with any other requirements, set out in the relevant Transfer of and Discharge from Care Protocol.

All
except
PT

SERVICE CONDITIONS

SC12 Communicating With and Involving Service Users, Public and Staff

<p>12.1 The Provider must ensure that all communications about a Service User’s care with that Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP and other providers are clear and timely. The Provider must comply with the Accessible Information Standard.</p>	<p>All</p>
<p>12.2 The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open and clear manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.</p>	<p>All</p>
<p>12.3 The Provider must:</p> <ul style="list-style-type: none"> 12.3.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.3.2 carry out other Surveys as agreed with the Co-ordinating Commissioner from time to time; and 12.3.3 provide a written report to the Co-ordinating Commissioner on the results of each Survey. 	<p>All</p>

SERVICE CONDITIONS

SC13 Equity of Access, Equality and Non-Discrimination

<p>13.1 The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law.</p>	<p>All</p>
<p>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).</p>	<p>All</p>

SERVICE CONDITIONS

SC14 Intentionally Omitted

SERVICE CONDITIONS

SC15 Places of Safety

15.1 The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code and Royal College of Psychiatrists Standards.

MH

SERVICE CONDITIONS

SC16 Complaints

<p>16.1 The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards and other Law and Guidance.</p>	<p>All</p>
<p>16.2 The Provider must:</p> <p>16.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and</p> <p>16.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.</p>	<p>All</p>

SERVICE CONDITIONS

SC17 Services Environment and Equipment

<p>17.1 The Provider must ensure that the Services Environment and the Equipment comply with the Fundamental Standards of Care.</p>	<p>All</p>
<p>17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.</p>	<p>All</p>
<p>17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.</p>	<p>All</p>

SERVICE CONDITIONS

SC18 – SC20 Intentionally Omitted

SERVICE CONDITIONS

SC21 Antimicrobial Resistance and Healthcare Associated Infections

21.1 The Provider must comply with the Code of Practice on the Prevention and Control of Infections.

All

SERVICE CONDITIONS

SC22 Intentionally Omitted

SERVICE CONDITIONS

SC23 Service User Health Records

<p>23.1 The Provider must create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store and retain those records for the periods of time required by Law and/or by Information Governance Alliance Guidance and/or otherwise by the Department of Health, NHS England or NHS Digital, and then securely destroy them.</p>	All
<p>23.2 At a Commissioner’s request, the Provider must promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy (or, at any time following the expiry or termination of this Contract, the original) of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.</p>	All
<p>23.3 The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.</p>	All
<p>23.4 Subject to and in accordance with Law and Guidance the Provider must:</p> <p>23.4.1 ensure that the Service User Health Record includes the Service User’s verified NHS Number;</p> <p>23.4.2 use the NHS Number as the consistent identifier in all clinical correspondence (paper or electronic) and in all information it processes in relation to the Service User; and</p> <p>23.4.3 be able to use the NHS Number to identify all Activity relating to a Service User.</p>	All
<p>23.5 The Commissioners must ensure that each Referrer (except a Service User presenting directly to the Provider for assessment and/or treatment) uses the NHS Number as the consistent identifier in all correspondence in relation to a Referral.</p>	

SERVICE CONDITIONS

SC24 NHS Counter-Fraud and Security Management

<p>24.1 The Provider must put in place and maintain appropriate arrangements to address security management and counter-fraud issues, having regard to NHS Protect Standards.</p>	<p>All</p>
<p>24.2 The Provider (if it holds Monitor’s Licence or is an NHS Trust) must take the necessary action to meet NHS Protect Standards.</p>	<p>All</p>
<p>24.3 The Provider must allow a person duly authorised to act on behalf of NHS Protect or on behalf of any Commissioner to review security management and counter-fraud arrangements put in place by the Provider. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the appropriate standards.</p>	<p>All</p>
<p>24.4 The Provider must, on becoming aware of any suspected or actual bribery, corruption or fraud, security incident or security breach involving Staff, a Service User or public funds, promptly report the matter to the Local Counter Fraud Specialist of the relevant NHS Body and to NHS Protect.</p>	<p>All</p>

SERVICE CONDITIONS

SC25 Procedures and Protocols

25.1 The Parties must comply with their respective obligations under any Other Local Agreements, Policies and Procedures.

All

SERVICE CONDITIONS

SC26 – SC27 Intentionally Omitted

SERVICE CONDITIONS

SC28 Information Requirements

<p>28.1 The Provider must:</p> <ul style="list-style-type: none"> 28.1.1 provide the information specified in and in accordance with this SC28 and Schedule 6A (Reporting Requirements); 28.1.2 where and to the extent applicable, conform to all NHS information standards notices, data provision notices and information and data standards approved or published by, the Secretary of State, NHS England or NHS Digital on their behalf, as appropriate; 28.1.3 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner; 28.1.4 comply with Guidance issued by NHS England and NHS Digital, and with the Law, in relation to protection of patient identifiable data; 28.1.5 subject to and in accordance with Law and Guidance and any relevant standards issued by the Secretary of State, NHS England or NHS Digital, use the Service User’s verified NHS Number as the consistent identifier of each record on all patient datasets; and <p>comply with the Law and Guidance on the use and disclosure of personal confidential data for other than direct care purposes.</p>	<p>All</p>
<p>28.2 The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.1 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.</p>	<p>All</p>

SERVICE CONDITIONS

<p>28.3 The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not require the Provider to supply any information to any Commissioner locally for which that Commissioner cannot demonstrate purpose and value in connection with the discharge of that Commissioner’s statutory duties and functions.</p>	<p>All</p>
<p>28.4 The Provider and each Commissioner must ensure that any information provided to any other Party in relation to this Contract is accurate and complete.</p>	<p>All</p>
<p>28.5 The Provider must ensure that each dataset that it provides under this Contract contains the ODS code and/or other appropriate identifier for the relevant Commissioner. The Parties must have regard to Commissioner Assignment Methodology Guidance and Who Pays? Guidance when determining the correct Commissioner code in activity datasets.</p>	<p>All</p>
<p>28.6 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.</p>	<p>All</p>

SERVICE CONDITIONS

SC29 Managing Activity and Referrals

29.1	The Commissioners must use all reasonable endeavours to procure that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	All
29.2	The Provider must comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	All
29.3	Before the start of each Contract Year, the Parties may agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero).	All
29.4	The Provider must submit an Activity and Finance Report to the Co-ordinating Commissioner in accordance with Schedule 6A (Reporting Requirements).	All
29.5	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against the thresholds set out in any agreed Indicative Activity Plan, any previous Activity and Finance Reports and generally.	All
29.6	Each Party must notify the other(s) as soon as reasonably practicable after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity specifying the nature of the unexpected pattern and their initial opinion as to its likely cause.	All
29.7	The Parties must meet to discuss any notice given under SC29.6 as soon as reasonably practicable and must seek to agree any actions required of any Party in response to the circumstances identified.	All

SERVICE CONDITIONS

SC30 Emergency Preparedness, Resilience and Response

30.1 The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	All
30.2 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 30.2.1 the activation of its Incident Response Plan and/or Business Continuity Plan; or 30.2.2 any risk or any actual disruption to CRS or Essential Services.	All
30.3 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.	All

SERVICE CONDITIONS

SC31 Intentionally Omitted

SERVICE CONDITIONS

SC32 Safeguarding and Mental Capacity

<p>32.1 The Provider must ensure that Service Users are protected from abuse, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of abuse in accordance with the Law.</p>	<p>All</p>
<p>32.2 The Provider must nominate:</p> <p>32.2.1 a Safeguarding Lead and/or a named professional for safeguarding children, young people and adults, in accordance with Safeguarding Guidance;</p> <p>32.2.2 a Child Sexual Abuse and Exploitation Lead; and</p> <p>32.2.3 a Mental Capacity and Deprivation of Liberty Lead,</p> <p>and must ensure that the Co-ordinating Commissioner is kept informed at all times of the identity of the persons holding those positions.</p>	<p>All</p>
<p>32.3 The Provider must comply with the requirements and principles in relation to the safeguarding of children and adults, including in relation to deprivation of liberty safeguards and child sexual exploitation, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Exploitation Guidance).</p>	<p>All</p>

SERVICE CONDITIONS

<p>32.4 The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with:</p> <p>32.4.1 Law and Guidance; 32.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.</p>	<p>All</p>
<p>32.5 The Provider must implement comprehensive programmes for safeguarding and MCA training for all relevant Staff and must have regard to Safeguarding Training Guidance.</p>	<p>All</p>

SERVICE CONDITIONS

SC33 Incidents Requiring Reporting

<p>33.1 The Provider must notify deaths, Serious Incidents and other incidents to CQC, and to any relevant Regulatory or Supervisory Body or other official body, in accordance with Good Practice, Law and Guidance.</p>	<p>All</p>
<p>33.2 The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, and must report all Serious Incidents and Never Events in accordance with the requirements of those Frameworks.</p>	<p>All</p>
<p>33.3 The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 6C (Incidents Requiring Reporting Procedure) and under Schedule 6A (Reporting Requirements).</p>	<p>All</p>
<p>33.4 If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule 6C (Incidents Requiring Reporting Procedure) and in Schedule 6A (Reporting Requirements).</p>	<p>All</p>
<p>33.5 The Commissioners may (subject to Law) use any information provided by the Provider under this SC33, Schedule 6C (Incidents Requiring Reporting Procedure) and Schedule 6A (Reporting Requirements) in any report which they make in connection with Serious Incidents.</p>	<p>All</p>

SERVICE CONDITIONS

SC34 Care of Dying People

34.1 The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with SCCI 1580 (Palliative Care Co-ordination: Core Content) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	All
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SERVICE CONDITIONS

SC35 Duty of Candour

35.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	All
35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	All

SERVICE CONDITIONS

SC36 Payment Terms

36.1 Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the National Tariff, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.

All

Prices

36.2 The Prices payable by the Commissioners under this Contract will be:

36.2.1 for any Service for which the National Tariff mandates or specifies a price:

36.2.1.1 the National Price; or

36.2.1.2 the National Price as modified by a Local Variation; or

36.2.1.3 (subject to SC36.15 to 36.19 (Local Modifications)) the National Price as modified by a Local Modification approved or granted by NHS Improvement,

for the relevant Contract Year;

36.2.2 for any Service for which the National Tariff does not mandate or specify a price, the Local Price for the relevant Contract Year.

SERVICE CONDITIONS

Local Prices

<p>36.3 The Co-ordinating Commissioner and the Provider have agreed and set out in Schedule 3A (Local Prices) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. The Parties must in any event have regard to the efficiency and uplift factors set out in the National Tariff where applicable.</p>	<p>Local Price</p>
<p>36.4 Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff.</p>	<p>Local Price</p>
<p>36.5 The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Schedule 3A (Local Prices). Where no adjustment mechanism has been agreed, the Co-ordinating Commissioner and the Provider must review and agree before the start of each Contract Year the Local Price to apply to the following Contract Year, having regard to the efficiency and uplift factors set out in the National Tariff where applicable. In either case the Local Price as adjusted or agreed will apply to the following Contract Year.</p>	<p>Local Price</p>
<p>36.6 If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Price for the following Contract Year by the date 2 months before the start of that Contract Year, or there is a dispute as to the application of any agreed adjustment mechanism, either may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.</p>	<p>Local Price</p>

SERVICE CONDITIONS

<p>36.7 If on or following completion of the mediation process the Co-ordinating Commissioner and the Provider still cannot agree any Local Price for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co-ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice.</p>	<p>Local Price</p>
<p>36.8 If any Local Price has not been agreed or determined in accordance with SC36.5 and 36.6 before the start of a Contract Year then the Local Price will be that which applied for the previous Contract Year increased or decreased in accordance with the efficiency and uplift factors set out in the National Tariff. The application of these prices will not affect the right to terminate this Contract as a result of non-agreement of a Local Prices under SC36.7.</p>	<p>Local Price</p>
<p>36.9 All Local Prices and any annual adjustment mechanism agreed in respect of them must be recorded in Schedule 3A (Local Prices). Where the Co-ordinating Commissioner and the Provider have agreed to depart from an applicable national currency that agreement must be submitted by the Co-ordinating Commissioner to NHS Improvement in accordance with the National Tariff.</p>	<p>Local Price</p>

SERVICE CONDITIONS

Local Variations

36.10 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.	National Price
36.11 The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	National Price
36.12 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.	National Price
36.13 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.	National Price
36.14 Each Local Variation must be recorded in Schedule 3B (Local Variations), submitted by the Co-ordinating Commissioner to NHS Improvement in accordance with the National Tariff and published in accordance with section 116(3) of the 2012 Act.	National Price

SERVICE CONDITIONS

Local Modifications

<p>36.15 The Co-ordinating Commissioner and the Provider may agree (or NHS Improvement may determine) a Local Modification in accordance with the National Tariff.</p>	<p>National Price</p>
<p>36.16 Any Local Modification agreed and proposed by the Co-ordinating Commissioner and the Provider must be submitted for approval by NHS Improvement in accordance with the National Tariff. If NHS Improvement approves the application, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS Improvement’s notice of approval. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS Improvement’s approval of an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price as modified by the Local Modification submitted to NHS Improvement.</p>	<p>National Price</p>
<p>36.17 If the Co-ordinating Commissioner and the Provider have failed to agree and propose a Local Modification, the Provider may apply to NHS Improvement to determine a Local Modification. If NHS Improvement determines a Local Modification, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS Improvement’s notice of decision. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS Improvement’s determination of a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14).</p>	<p>National Price</p>

SERVICE CONDITIONS

36.18 If NHS Improvement has refused to approve an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may be agreed in accordance with SC36.10 to 36.14), and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14). If NHS Improvement has refused an application by the Provider for a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14).

National Price

36.19 Each Local Modification agreement and each application for determination of a Local Modification must be submitted to NHS Improvement in accordance with section 124 or section 125 of the 2012 Act (as appropriate) and the National Tariff. Each Local Modification agreement and each Local Modification approved or determined by NHS Improvement must be recorded in Schedule 3C (Local Modifications).

National Price

SERVICE CONDITIONS

Payment where the Parties have agreed an Expected Annual Contract Value

<p>36.20 Each Commissioner must make payments on account to the Provider in accordance with the provisions of SC36.21 or if applicable SC36.22 and 36.23.</p>	<p>EACV agreed</p>
<p>36.21 The Provider must supply to each Commissioner a monthly invoice at least 10 Operational Days 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 will be one twelfth of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each month beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.</p>	<p>EACV agreed</p>
<p>36.22 In order to confirm the actual sums payable for Services delivered, the Provider must provide a separate reconciliation account for each Commissioner for each month showing the aggregate and a breakdown of the Prices for all Services delivered and completed in that month. Each reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (Information Requirements) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 25 Operational Days after the end of the month to which it relates.</p>	<p>EACV agreed</p>
<p>36.23 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.</p>	<p>EACV agreed</p>

SERVICE CONDITIONS

<p>36.24 Each Commissioner must either agree the reconciliation account produced in accordance with SC36.22 or wholly or partially contest the reconciliation account in accordance with SC36.34. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.</p>	<p>EACV agreed</p>
<p>36.25 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>EACV agreed</p>
<p>Payment where the Parties have not agreed an Expected Annual Contract Value in relation to any Services</p>	
<p>36.26 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 SC36.34 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>No EACV agreed</p>

SERVICE CONDITIONS

National Quality Requirements and Local Quality Requirements

<p>36.27 Subject to SC36.27A, 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 4A (Operational Standards and National Quality Requirements) and/or Schedule 4C (Local Quality Requirements). The sums repaid or deducted under this SC36.27 in respect of any Quarter will not in any event exceed 2.5% of the Actual Quarterly Value.</p>	All
<p>36.27A If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:</p> <p>36.27A.1 agreed with the national teams of NHS Improvement and NHS England an overall financial control total and other associated conditions for either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both; and</p> <p>36.27A.2 (where required by those bodies):</p> <p>36.27A2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both (as set out in an SDIP contained or referred to in Schedule 2G (Other Local Agreements, Policies and Procedures));and/or</p>	All

SERVICE CONDITIONS

36.17A2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both which have been accepted by those bodies (as set out in an SDIP contained or referred to in Schedule 2G (Other Local Agreements, Policies and Procedures)),

All

no repayment will be required to be made, nor any deduction made, in relation to any breach of any threshold which occurs during any Contract Year or Contract Years for which such financial control totals and specific performance trajectories have been agreed and/or such assurance statements have been submitted and accepted in respect of any Operational Standard shown in bold italics in Schedule 4A (Operational Standards and National Quality Requirements).

Never Events

36.28 If a Never Event occurs, the relevant Commissioner may deduct from payments due to the Provider, if and as permitted by the Never Events Policy Framework, a sum equal to the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event.

All

Statutory and Other Charges

36.29 Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.	All
36.30 The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.	All

SERVICE CONDITIONS

36.31 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:

36.31.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, the Overseas Visitor Charging Guidance and the Who Pays? Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to non-EEA national Chargeable Overseas Visitors to the Department of Health;

36.31.2 if the Provider has failed to take all reasonable steps to:

36.31.2.1 identify a Chargeable Overseas Visitor; or

36.31.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,

no Commissioner will be liable to make any payment to the Provider in respect of any Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Provider must refund it to the relevant Commissioner;

All

SERVICE CONDITIONS

- 36.31.3 (subject to SC36.31.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and Who Pays? Guidance), the appropriate contribution on account for all Services delivered by the Provider in accordance with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner;
- 36.31.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance);
- 36.31.5 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another EEA state, including the EEA reporting portal for EHIC and S2 activity; and
- 36.31.6 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance), the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have been reported through the EEA reporting portal.

All

SERVICE CONDITIONS

36.32 In its performance of this Contract the Provider must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Contract, the Law and/or Guidance.

All

VAT

36.33 Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

All

Contested Payments

36.34 If a Party contests all or any part of any payment calculated in accordance with this SC36:

36.34.1 the contesting Party must (as appropriate):

36.34.1.1 within 5 Operational Days of the receipt of a reconciliation account in accordance with SC36.22; or

36.34.1.2 within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.21 or 36.26,

All

notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and

36.34.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and

SERVICE CONDITIONS

36.24.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.34.1, the contesting Party must refer the matter to Dispute Resolution,

and following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC36.34, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36.35. For the purposes of SC36.35 the date the amount was due will be the date it would have been due had the amount not been disputed.

All

Interest on Late Payments

36.35 Subject to any express provision of this Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the day after the date on which payment was due up to and including the date of payment.

All

Set Off

36.36 Whenever any sum is due from one Party to another as a consequence of reconciliation under this SC36 or Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.

All

SERVICE CONDITIONS

Invoice Validation

36.37 The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.	All
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Submission of Invoices

36.38 The Provider must use all reasonable endeavours to submit all invoices via the e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.	All
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SERVICE CONDITIONS

QUALITY REQUIREMENTS AND INCENTIVE SCHEMES

SC37 Local Quality Requirements

<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.</p>	<p>All</p>
<p>37.2 Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under NHS Improvement’s Licence (if any) or required by any relevant Regulatory or Supervisory Body.</p>	<p>All</p>
<p>37.3 Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements that are to apply in respect of that Contract Year. In order to secure continual improvement in the quality of the Services, those Local Quality Requirements must not, except in exceptional circumstances, be lower or less onerous than those for the previous Contract Year.</p>	<p>All</p>

SERVICE CONDITIONS

SC38 Commissioning for Quality and Innovation (CQUIN)

<p>38.1 Where and as required by CQUIN Guidance, the Parties must implement a performance incentive scheme in accordance with CQUIN Guidance for each Contract Year or the appropriate part of it.</p>	<p>All</p>
<p>38.2 If the Provider has satisfied a CQUIN Indicator a CQUIN Payment calculated in accordance with CQUIN Guidance will be payable by the Commissioners to the Provider in accordance with CQUIN Table 1.</p>	<p>All</p>

CQUIN Performance Report

<p>38.3 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. The Co-ordinating Commissioner may raise with the Provider any queries it has on the content of any CQUIN Performance Report.</p>	<p>All</p>
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CQUIN Account

<p>38.4 Within 20 Operational Days following the latest of:</p> <ul style="list-style-type: none"> 38.4.1 the end of the Contract Year; and 38.4.2 the agreement of the final reconciliation account under SC36 (Payment Terms); and 38.4.3 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year, <p>the Provider must submit a CQUIN Account to the Co-ordinating Commissioner.</p>	<p>All</p>
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SERVICE CONDITIONS

<p>38.5 Within 5 Operational Days of receipt of the CQUIN Account the Co-ordinating Commissioner must either agree it or wholly or partially contest it in accordance with SC38.7. The Co-ordinating Commissioner's agreement of the CQUIN Account must not be unreasonably withheld or delayed.</p>	<p>All</p>
<p>38.6 The Co-ordinating Commissioner's agreement of the CQUIN Account (or where agreed in part in relation to that part) will trigger a 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 within 5 Operational Days of the agreement and payment must be made within 10 Operational Days following receipt of the invoice.</p>	<p>All</p>
<p>38.7 If the Co-ordinating Commissioner contests the CQUIN Account:</p> <p>38.7.1 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>38.7.2 any uncontested amount identified in the CQUIN Account must be paid in accordance with SC38.6; and</p> <p>38.7.3 if the matter has not been resolved within 20 Operational Days following the date of notification under SC38.7.1, either the Provider or the Co-ordinating Commissioner may refer the matter to Dispute Resolution,</p>	<p>All</p>

SERVICE CONDITIONS

and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution, if any amount is agreed or determined to be payable the Provider must immediately issue an invoice for that amount, which will be payable immediately together with Interest calculated in accordance with SC36.25. For the purposes of SC36.25 the date the amount was due will be the date it would have been due had the amount not been disputed.

All



General Conditions

NHS Standard Contract (Shorter Form)
2017/18 and 2018/19

GENERAL CONDITIONS

GC1 Definitions and Interpretation

- 1.1 This Contract is to be interpreted in accordance with the Definitions and Interpretation, unless the context requires otherwise.
- 1.2 If there is any conflict or inconsistency between the provisions of this Contract, that conflict or inconsistency must be resolved according to the following order of priority:
 - 1.2.1 the General Conditions;
 - 1.2.2 the Service Conditions; and
 - 1.2.3 the Particulars,unless this Contract expressly states otherwise.

GENERAL CONDITIONS

GC2 Effective Date and Duration

- 2.1 This Contract will take effect on the Effective Date.
- 2.2 This Contract expires on the Expiry Date, unless terminated earlier in accordance with GC17 (Termination).

GENERAL CONDITIONS

GC3 Service Commencement

- 3.1 The Provider will begin delivery of the Services on the later of:
 - 3.1.1 the Expected Service Commencement Date; and
 - 3.1.2 the day after the date on which all Conditions Precedent are satisfied.

GENERAL CONDITIONS

GC4 Transition Period

- 4.1 The Provider must satisfy each Condition Precedent before the Expected Service Commencement Date (or by any earlier Longstop Date specified in the Particulars in respect of that Condition Precedent).
- 4.2 The Parties must work together to facilitate the delivery of the Services with effect from the Expected Service Commencement Date.
- 4.3 The Provider must notify the Co-ordinating Commissioner of any material change to any Conditions Precedent document it has delivered under GC4.1 within 5 Operational Days of becoming aware of that change.

GENERAL CONDITIONS

GC5 Staff

General

- 5.1 The Provider must apply the Principles of Good Employment Practice (where applicable) and the staff pledges and responsibilities outlined in the NHS Constitution.
- 5.2 The Provider must comply with regulations 18 and 19 of the 2014 Regulations, and without prejudice to that obligation must ensure that there are sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Contract.
- 5.3 The Provider must ensure that all Staff:
 - 5.3.1 if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;
 - 5.3.2 have the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised (including where appropriate through preceptorship, clinical supervision and rotation arrangements), managerially and professionally;
 - 5.3.3 are covered by the Provider's (and/or by the relevant Sub-Contractor's) Indemnity Arrangements for the provision of the Services;
 - 5.3.4 carry, and where appropriate display, valid and appropriate identification; and
 - 5.3.5 are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public.

GENERAL CONDITIONS

5.4 The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:

5.4.1 proper and sufficient induction, continuous professional and personal development, clinical supervision, training and instruction;

5.4.2 full and detailed appraisal (in terms of performance and on-going education and training) using where applicable the Knowledge and Skills Framework or a similar equivalent framework; and

5.4.3 professional leadership appropriate to the Services,

each in accordance with Good Practice and the standards of their relevant professional body, if any.

5.5 The Provider must cooperate with the LETB and Health Education England in the manner and to the extent they request in planning the provision of, and in providing, education and training for healthcare workers, and must provide them with whatever information they request for such purposes. The Provider must have regard to the HEE Quality Framework.

5.6 If any Staff are members of the NHS Pension Scheme the Provider must participate and must ensure that any Sub-Contractors participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Authority in accordance with Guidance.

GENERAL CONDITIONS

5.7 The Provider must nominate a Freedom to Speak Up Guardian. The Provider must have in place and promote (and must ensure that all Sub-Contractors have in place and promote) a code and effective procedures to ensure that Staff have appropriate means through which they may raise any concerns they may have in relation to the Services. The Provider must ensure that nothing in any contract of employment or contract for services or any other agreement entered into by it or any Sub-Contractor with any member of Staff will prevent or inhibit, or purport to prevent or inhibit, the making of any protected disclosure (as defined in section 43A of the Employment Rights Act 1996) by that member of Staff nor affect the rights of that member of Staff under that Act.

Pre-employment Checks

5.8 Subject to GC5.9, before the Provider or any Sub-Contractor engages or employs any person in the provision of the Services, or in any activity related to or connected with, the provision of Services, the Provider must and must ensure that any Sub-Contractor will, at its own cost, comply with:

5.8.1 NHS Employment Check Standards; and

5.8.2 other checks as required by the DBS or which are to be undertaken in accordance with current and future national guidelines and policies.

5.9 The Provider or any Sub-Contractor may engage a person in an Enhanced DBS Position or a Standard DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Co-ordinating Commissioner and subject to any additional requirement of the Co-ordinating Commissioner for that engagement.

GENERAL CONDITIONS

TUPE

5.10 The provisions of Schedule 8 (TUPE) (if any) will apply.

GENERAL CONDITIONS

GC6 – GC7 Intentionally Omitted

GENERAL CONDITIONS

GC8 Review

- 8.1 At the request of either the Co-ordinating Commissioner or the Provider they will as soon as practicable hold a Review Meeting to review and discuss any matters that either considers necessary in relation to this Contract.

GENERAL CONDITIONS

GC9 Contract Management

- 9.1 If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality Requirement and the Provider fails to meet the Quality Requirement, the Co-ordinating Commissioner will be entitled to exercise the agreed consequence immediately and without issuing a Contract Performance Notice, irrespective of any other rights the Co-ordinating Commissioner may have under this GC9.
- 9.2 The provisions of this GC9 do not affect any other rights and obligations the Parties may have under this Contract.

Contract Performance Notice

- 9.3 If the Co-ordinating Commissioner believes that the Provider has failed or is failing to comply with any obligation on its part under this Contract it may issue a Contract Performance Notice to the Provider.
- 9.4 If the Provider believes that any Commissioner has failed or is failing to comply with any obligation on its part under this Contract it may issue a Contract Performance Notice to the Co-ordinating Commissioner.

Contract Management Meeting

- 9.5 Unless the Contract Performance Notice has been withdrawn, the Co-ordinating Commissioner and the Provider must meet to discuss the Contract Performance Notice and any related issues within 10 Operational Days following the date of the Contract Performance Notice.

GENERAL CONDITIONS

- 9.6 At the Contract Management Meeting the Co-ordinating Commissioner and the Provider must agree either:
- 9.6.1 that the Contract Performance Notice is withdrawn; or
 - 9.6.2 the actions and improvements required, which Party is responsible for completion of each action or improvement, and the date by which each action or improvement, to remedy the failure in question.

Remedial Action

- 9.7 The Provider and each relevant Commissioner must implement the actions and achieve and maintain the improvements applicable to it within the timescales and otherwise as agreed in accordance with GC9.6.
- 9.8 If either the Provider or any Commissioner fails to complete an action required of it, or to deliver or maintain the improvement required of it within the timescales and otherwise as agreed in accordance with GC9.6 (except as a result of an act or omission or the unreasonableness of any Commissioner or the Provider, as appropriate), then the Co-ordinating Commissioner or the Provider (as appropriate) may, at its discretion, exercise whatever remedies under this Contract it considers appropriate in relation to that failure.

GENERAL CONDITIONS

- 9.9 If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:
- 9.9.1 agreed with the national teams of NHS Improvement and NHS England an overall financial control total and other associated conditions for either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both; and
 - 9.9.2 (where required by those bodies):
 - 9.9.2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during the Contract Year either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both (as set out in an SDIP contained or referred to in Schedule 2G (Other Local Agreements, Policies and Procedures)); and/or
 - 9.9.2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during the Contract Year either the Contract Year 1 April 2017 to 31 March 2018 or the Contract Year 1 April 2018 to 31 March 2019 or both which have been accepted by those bodies (as set out in an SDIP contained or referred to in Schedule 2G (Other Local Agreements, Policies and Procedures)),

GENERAL CONDITIONS

no Commissioner may withhold or retain payment under this GC9 (Contract Management) or otherwise in relation to any breach of any threshold which occurs Contract Year or Contract Years for which such financial control totals and specific performance trajectories have been agreed and/or such assurance statements have been submitted and accepted in respect of any Operational Standard or National Quality Requirement shown in bold italics in Schedule 4A (Operational Standards and National Quality Requirements) and/or any failure to comply with specific performance trajectories or assurances as referred to above.

GC10 Co-ordinating Commissioner and Representatives

- 10.1 In relation to this Contract the Co-ordinating Commissioner will act for itself and as agent for the Commissioners (who are separate principals) but sums payable to the Provider are to be severally attributed to the relevant Commissioner as appropriate.
- 10.2 The Commissioner Representatives and the Provider Representative will be the relevant Party's respective key points of contact for day-to-day communications.

GENERAL CONDITIONS

GC11 Liability and Indemnity

11.1 Without affecting its liability for breach of any of its obligations under this Contract, each Commissioner will be severally liable to the Provider for, and must indemnify and keep the Provider indemnified against:

11.1.1 any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:

11.1.1.1 any loss of or damage to property (whether real or personal); and

11.1.1.2 any injury to any person, including injury resulting in death; and

11.1.2 any Losses of the Provider,

that result from or arise out of the Commissioner's negligence or breach of contract in connection with the performance of this Contract except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Provider, any Sub-Contractor, their Staff or agents.

GENERAL CONDITIONS

GC11 Liability and Indemnity

11.2 Without affecting its liability for breach of any of its obligations under this Contract, the Provider will be liable to each Commissioner for, and must indemnify and keep each Commissioner indemnified against:

11.2.1 any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:

11.2.1.1 any loss of or damage to property (whether real or personal); and

11.2.1.2 any injury to any person, including injury resulting in death; and

11.2.2 any Losses of the Commissioner,

that result from or arise out of the Provider's or any Sub-Contractor's negligence or breach of contract in connection with the performance of this Contract or the provision of the Services (including its use of Equipment or other materials or products, and the actions or omissions of Staff or any Sub-Contractor in the provision of the Services), except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Commissioner, its employees or agents.

GENERAL CONDITIONS

- 11.3 The Provider must put in place and maintain in force (and procure that its Sub-Contractors put in place and maintain in force) until its (or their) liability may reasonably be considered to have ceased, at its (or their) own cost (and not that of any employee), appropriate Indemnity Arrangements in respect of:
- 11.3.1 employers' liability;
 - 11.3.2 clinical negligence, where the provision or non-provision of any part of the Services (or any other services under this Contract) may result in a clinical negligence claim;
 - 11.3.3 public liability; and
 - 11.3.4 professional negligence.
- 11.4 Within 5 Operational Days following written request from the Co-ordinating Commissioner, the Provider must provide documentary evidence that Indemnity Arrangements required under GC11.3 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 11.5 No later than 3 months prior to the expiry of this Contract, or within 10 Operational Days following the date of service of notice to terminate or of agreement to terminate this Contract (as appropriate), the Provider must provide to the Co-ordinating Commissioner satisfactory evidence in writing of its (and its Sub-Contractors') arrangements to satisfy the requirements of GC11.3 in respect of any ongoing liability it has or may have in negligence to any Service User or Commissioner arising out of a Service User's care and treatment under this Contract. If the Provider fails to do so the Commissioners may themselves procure appropriate Indemnity Arrangements in respect of such ongoing liabilities and the Provider must indemnify and keep the Commissioners indemnified against the costs incurred by them in doing so.

GENERAL CONDITIONS

- 11.6 If the proceeds of any Indemnity Arrangements are insufficient to cover the settlement of any claim relating to this Contract the Provider must make good any deficiency.
- 11.7 Nothing in this Contract will exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 11.8 Except where expressly stated to the contrary, an indemnity under this Contract will not apply and there will be no right to claim damages for breach of this Contract, in tort or on any other basis whatsoever, to the extent that any loss claimed by any Party under that indemnity or on that basis is for Indirect Losses.
- 11.9 Each Party will at all times take all reasonable steps to minimise and mitigate any Losses or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under this Contract.

GENERAL CONDITIONS

GC12 Assignment and Sub-contracting

- 12.1 The Provider must not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations or duties under this Contract without the prior written approval of the Co-ordinating Commissioner. The approval of any sub-contracting arrangement may include approval of the terms of the proposed Sub-Contract.
- 12.2 Sub-contracting any part of this Contract will not relieve the Provider of any of its obligations or duties under this Contract. The Provider will be responsible for the performance of and will be liable to the Commissioners for the acts and/or omissions of all Sub-Contractors as though they were its own.
- 12.3 Any positive obligation or duty on the part of the Provider under this Contract includes an obligation or duty to ensure that all Sub-Contractors comply with that positive obligation or duty. Any negative duty or obligation on the part of the Provider under this Contract includes an obligation or duty to ensure that all Sub-Contractors comply with that negative obligation or duty.
- 12.4 This Contract will be binding on and will be to the benefit of the Provider and each Commissioner and their respective successors and permitted transferees and assigns.

GENERAL CONDITIONS

GC13 Variations

13.1 This Contract may not be amended or varied except in accordance with this GC13.

13.2 The Parties:

13.2.1 may agree to vary any of the Variable Elements; and

13.2.2 may not vary any provision of this Contract that is not a Variable Element except in order to implement a National Variation.

13.3 Subject to GC13.2, the provisions of this Contract may be varied at any time by a Variation Agreement signed by the Co-ordinating Commissioner on behalf of the Commissioners and by the authorised signatory of the Provider.

13.4 The Parties acknowledge that any National Variation may be mandated by NHS England. If the Provider refuses to accept a National Variation, the Co-ordinating Commissioner may terminate this Contract by giving the Provider not less than 3 months' written notice following the issue of a notice that that National Variation is refused.

GENERAL CONDITIONS

GC14 Dispute Resolution

- 14.1 If any dispute arises out of or in connection with this Contract, the Parties in dispute must, within 10 Operational Days of a written request from one Party to the other, meet and attempt in good faith to resolve it. If the dispute is not resolved within 20 Operational Days of that written request, a member of the Governing Body of each relevant Party, with authority to settle the dispute, shall meet and attempt wholly to resolve the dispute.
- 14.2 If the Parties are unable to resolve the dispute within 20 Operational Days of the meeting of Governing Body members under GC14.1, they must, within a further 5 Operational Days of that meeting, submit the dispute to mediation. The mediation will be arranged jointly by the NHS Improvement and NHS England (where the Provider is an NHS Trust), or by CEDR (or such other independent body as the Parties may agree in writing before the initiation of the mediation), and the mediation will follow the process specified by the relevant mediating body.
- 14.3 If the Parties are unable to settle the dispute through mediation, the dispute must be referred to expert determination for final resolution. The expert must be appointed by agreement in writing between the Parties. If the Parties cannot agree on an expert within 10 Operational Days, or if the relevant person is unable or unwilling to act, the expert will be appointed by CEDR. The expert must act as an expert and not as an arbitrator, and must act fairly and impartially, and the expert's determination will (in the absence of manifest error, fraud, collusion, bias or material breach of instructions on the part of the expert) be final and binding on the Parties.

GENERAL CONDITIONS

- 14.4 The expert will decide the procedure to be followed in the determination and must make the determination within 30 Operational Days of his appointment (or to such other timescale as the Parties agree) and the Parties must assist and provide the documentation that the expert requires for the purpose of the determination.
- 14.5 Each Party will bear its own costs in relation to the expert determination. The expert's fees and properly incurred costs will be borne by the Parties equally or in such other proportions as the expert may direct.
- 14.6 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 14.7 Nothing in this GC14 prevents any Party seeking an injunction relating to any matter arising under GC20 (Confidential Information of the Parties).

GENERAL CONDITIONS

GC15 Governance, Transaction Records and Audit

15.1 The Provider must comply with regulation 17 of the 2014 Regulations.

15.2 The Provider must comply with all reasonable written requests made by any relevant Regulatory or Supervisory Body (or its authorised representatives), a Local Auditor, or any Authorised Person for access to the Provider's Premises and/or the Services Environment and/or the premises of any Sub-Contractor, and/or to Staff, and/or information relating to the provision of the Services:

15.2.1 to audit or inspect those premises and/or the provision of the Services; or

15.2.2 in connection with the detection and investigation of bribery, fraud, corruption or security incidents.

GENERAL CONDITIONS

- 15.3 Subject to compliance with the Law and Good Practice the Parties must implement and/or respond to all relevant recommendations:
- 15.3.1 made in any report by a relevant Regulatory or Supervisory Body; or
 - 15.3.2 agreed with the National Audit Office or a Local Auditor following any audit; or
 - 15.3.3 of any appropriate clinical audit; or
 - 15.3.4 that are otherwise agreed by the Provider and the Co-ordinating Commissioner to be implemented.
- 15.4 The Parties must maintain complete and accurate Transaction Records.

GENERAL CONDITIONS

- 15.5 The Provider must, at its own expense, in line with applicable Law and Guidance implement an ongoing, proportionate programme of clinical audit of the Services in accordance with Good Practice and provide to the Co-ordinating Commissioner on request the findings of any such audits.
- 15.6 The Co-ordinating Commissioner may at any time appoint an Auditor to conduct an objective and impartial audit of any aspect of the Services, the Provider's invoices and/or the performance of any of the Provider's obligations under this Contract. Subject to any applicable Service User consent requirements, the Provider must allow the Auditor reasonable access to (and the right to take copies of) the Transaction Records, books of account and other sources of relevant information, and any Confidential Information so disclosed will be treated in accordance with GC20 (Confidential Information of the Parties). The cost of any audit carried out under this GC15.6 will be borne by the Commissioners.

GENERAL CONDITIONS

GC16 Suspension

- 16.1 If a Suspension Event occurs the Co-ordinating Commissioner may by written notice to the Provider require the Provider with immediate effect to suspend all or part of the Services.
- 16.2 If and when the Co-ordinating Commissioner is reasonably satisfied that the Provider is able to and will provide the suspended Service to the required standard, it must by written notice require the Provider to restore the provision of the suspended Service.
- 16.3 The Provider will not be entitled to any payment for the suspended Services in respect of the period of suspension.
- 16.4 Unless suspension occurs as a result of an Event of Force Majeure, the Provider will indemnify the Commissioners in respect of any Losses reasonably incurred by them in respect of a suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service from an alternative provider).
- 16.5 The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.

GENERAL CONDITIONS

GC17 Termination

Termination: No Fault

- 17.1 The Co-ordinating Commissioner and the Provider may terminate this Contract or any Service at any time by mutual agreement.
- 17.2 Either the Co-ordinating Commissioner or the Provider may terminate this Contract by giving to the other written notice of not less than the Notice Period.
- 17.3 The Co-ordinating Commissioner may by not less than 3 months' written notice to the Provider terminate this Contract if it reasonably believes that any of the circumstances set out in regulation 73(1)(a) or 73(1)(c) of the Public Contract Regulations 2015 applies.

GENERAL CONDITIONS

Termination: Commissioner Default

- 17.4 The Provider may terminate the Contract (as a whole or in respect of the relevant Commissioner only) in the event of significant late payment or material breach on the part of a Commissioner:
- 17.4.1 if at any time the aggregate undisputed amount properly due to the Provider from any Commissioner exceeds the lower of 25% of the Expected Annual Contract Value or £25,000 and full payment is not made within 20 Operational Days of receipt of written notice from the Provider referring to this GC17.4 and requiring payment to be made; or
 - 17.4.2 if any Commissioner is in persistent material breach of any of its obligations under this Contract so as to have a material and adverse effect on the ability of the Provider to provide the Services, and the Commissioner fails to remedy that breach within 20 Operational Days of the Co-ordinating Commissioner's receipt of the Provider's written notice identifying the breach.

GENERAL CONDITIONS

Termination: Provider Default

17.5 The Co-ordinating Commissioner may terminate this Contract or any affected Service, with immediate effect, by written notice to the Provider if:

17.5.1 any Condition Precedent is not met by the relevant Longstop Date; or

17.5.2 the Provider ceases to carry on its business or substantially all of its business; or

17.5.3 a Provider Insolvency Event occurs; or

17.5.4 the Provider is in breach of any material obligation, or has persistently breached any obligation, on its part under this Contract and, if capable of remedy, the Provider fails to remedy the breach or breaches within 20 Operational Days following receipt of notice from the Co-ordinating Commissioner requiring it to do so; or

GENERAL CONDITIONS

Termination: Provider Default

- 17.5.5 termination is required by any Regulatory or Supervisory Body; or
- 17.5.6 the NHS Business Services Authority has notified the Commissioners that the Provider or any Sub-Contractor has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter); or
- 17.5.7 the Co-ordinating Commissioner reasonably believes that the circumstances set out in regulation 73(1)(b) of the Public Contracts Regulations 2015 apply.

GENERAL CONDITIONS

GC18 Consequence of Expiry or Termination

- 18.1 Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.
- 18.2 Before and after termination or expiry of this Contract or of any Service the Provider must co-operate fully with the Co-ordinating Commissioner and any successor provider of the terminated Services in order to ensure continuity and a smooth transfer of the expired or terminated Services.

GENERAL CONDITIONS

GC19 Provisions Surviving Termination

19.1 Any rights, duties or obligations of any of the Parties which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Contract, together with all indemnities, will continue after expiry or termination, subject to any limitations of time expressed in this Contract.

GENERAL CONDITIONS

GC20 Confidential Information of the Parties

- 20.1 Without prejudice to the obligations of the Parties under SC28 (Information Requirements) in relation to personal information that is confidential, each Party must, except as permitted by this GC20, keep confidential all information disclosed to it by any other Party in connection with this Contract, and must use all reasonable endeavours to prevent their Staff from making any disclosure to any person of that information.
- 20.2 GC20.1 will not apply to disclosure of information that:
- 20.2.1 is in or comes into the public domain other than by breach of this Contract;
 - 20.2.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
 - 20.2.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.
- 20.3 A Party may disclose the other Party's Confidential Information:
- 20.3.1 to comply with applicable Law;
 - 20.3.2 to any appropriate Regulatory or Supervisory Body;
 - 20.3.3 in connection with any dispute resolution or litigation between the Parties;
 - 20.3.4 as permitted under any other express arrangement or other provision of this Contract; and
 - 20.3.5 where the disclosing Party is a Commissioner, to NHS Bodies for the purposes of carrying out their duties.

GENERAL CONDITIONS

GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency

Information Governance – General Responsibilities

- 21.1 The Parties acknowledge their respective obligations arising under FOIA, DPA, EIR and HRA, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations.
- 21.2 The Provider must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the NHS Information Governance Toolkit (or any successor framework), as applicable to the Services and the Provider's organisational type.
- 21.3 The Provider must:
 - 21.3.1 nominate an Information Governance Lead;
 - 21.3.2 nominate a Caldicott Guardian and Senior Information Risk Owner, each of whom must be a member of the Provider's Governing Body;
 - 21.3.3 ensure that the Co-ordinating Commissioner is kept informed at all times of the identities and contact details of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner; and
 - 21.3.4 ensure that NHS England and NHS Digital are kept informed at all times of the identities and contact details of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner via the NHS Information Governance Toolkit (or any successor framework).

GENERAL CONDITIONS

- 21.4 The Provider must adopt and implement the recommendations by the National Data Guardian and must comply with further Guidance issued by the Department of Health, NHS England and / or NHS Digital pursuant to or in accordance with those recommendations. The Provider must be able to demonstrate its compliance with those recommendations in accordance with the requirements and timescales set out in such Guidance, including its adherence to data security standards and requirements for enabling patient choice
- 21.5 The Provider must, at least once in each Contract Year, audit its practices against quality statements regarding data sharing set out in NICE Clinical Guideline 138.
- 21.6 The Provider must ensure that its NHS Information Governance Toolkit (or any successor framework) submission is audited in accordance with Information Governance Audit Guidance where applicable. The Provider must inform the Co-ordinating commissioner of the results of each audit and publish the audit report both within the NHS Information Governance Toolkit (or any successor framework) and on its website.
- 21.7 The Provider must report and publish any Data Breach and any Information Governance Breach in accordance with IG Guidance for Serious Incidents.
- 21.8 The Provider must have in place a communications strategy and implementation plan to ensure that Service Users are provided with, or have made readily available to them, the information specified in paragraph 2(3) of Part II of Schedule 1 DPA (“fair processing information” or “privacy notices”) and for the dissemination of nationally-produced patient information materials.

GENERAL CONDITIONS

21.9 The Parties acknowledge that:

21.9.1 in relation to Personal Data processed by the Provider for the purpose of delivering the Services the Provider will be sole Data Controller; and

21.9.2 in relation to Personal Data, the processing of which is required by a Commissioner for the purposes of quality assurance, performance management and contract management, that Commissioner and the Provider will be joint Data Controllers.

21.10 The Provider must ensure that all Personal Data processed by the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under the DPA.

21.11 In relation to Personal Data processed by the Provider in the course of delivering the Services, the Provider must publish, maintain and operate:

21.11.1 policies relating to confidentiality, data protection and information disclosures that comply with the Law, the Caldicott Principles and Good Practice;

21.11.2 policies that describe the personal responsibilities of Staff for handling Personal Data;

21.11.3 a policy that supports the Provider's obligations under the NHS Care Records Guarantee;

21.11.4 agreed protocols to govern the sharing of Personal Data with partner organisations; and

21.11.5 where appropriate, a system and a policy in relation to the recording of any telephone calls or other telehealth consultations in relation to the Services, including the retention and disposal of those recordings,

and apply those policies and protocols conscientiously.

GENERAL CONDITIONS

21.12 Where a Commissioner requires information for the purposes of quality management of care processes, the Provider must consider whether the Commissioner's request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Commissioner, the Provider must:

- 21.12.1 provide such information in pseudonymised form where possible; and in any event
- 21.12.2 ensure that there is a lawful basis for the sharing of Personal Data.

21.13 Notwithstanding GC21.12, the Provider must (unless it can lawfully justify non-disclosure) disclose defined or specified confidential patient information to or at the request of the Co-ordinating Commissioner where support has been provided under the Section 251 Regulations, respecting any individual Service User's objections and complying with other conditions of the relevant approval.

Responsibilities when engaging Sub-Contractors

21.14 Subject always to GC12 (Assignment and Sub-Contracting), if the Provider is to engage any Sub-Contractor to deliver any part of the Services (other than as a Data Processor) and the Sub-Contractor is to access personal or confidential information or interact with Service Users, the Provider must impose on its Sub-Contractor obligations that are no less onerous than the obligations imposed on the Provider by this GC21.

GENERAL CONDITIONS

21.15 Without prejudice to GC12 (Assignment and Sub-Contracting), if the Provider is to require any Sub-Contractor to process Personal Data on its behalf, the Provider must:

- 21.15.1 require that Sub-Contractor to provide sufficient guarantees in respect of its technical and organisational security measures governing the data processing to be carried out, and take reasonable steps to ensure compliance with those measures;
- 21.15.2 ensure that the Sub-Contractor is engaged under the terms of a written agreement requiring the Sub-Contractor to:
 - 21.15.2.1 process such personal data only in accordance with the Provider's instructions;
 - 21.15.2.2 comply at all times with obligations equivalent to those imposed on the Provider by virtue of the Seventh Data Protection Principle;
 - 21.15.2.3 allow rights of audit and inspection in respect of relevant data handling systems to the Provider or to the Co-ordinating Commissioner or to any person authorised by the Provider or by the Co-ordinating Commissioner to act on its behalf; and
 - 21.15.2.4 impose on its own Sub-Contractors (in the event the Sub-Contractor further sub-contracts any of its obligations under the Sub-Contract) obligations that are substantially equivalent to the obligations imposed on the Sub-Contractor by this GC21.15.

GENERAL CONDITIONS

The Provider as a Data Processor

21.16 Notwithstanding GC21.9, where the Provider, in the course of delivering the Services, acts as a Data Processor on behalf of a Commissioner, the Provider must:

- 21.16.1 process relevant Personal Data only to the extent necessary to perform its obligations under this Contract, and only in accordance with instructions given by the Commissioner;
- 21.16.2 take appropriate technical and organisational measures against any unauthorised or unlawful processing of that Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the state of technological development, the nature of the data to be protected and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
- 21.16.3 take reasonable steps to ensure the reliability of Staff who will have access to Personal Data, and ensure that those Staff are aware of and trained in the policies and procedures identified in GC21.11; and
- 21.16.4 not cause or allow Personal Data to be transferred outside the European Economic Area without the prior consent of the Commissioner.

GENERAL CONDITIONS

Freedom of Information and Transparency

21.17 The Provider acknowledges that the Commissioners are subject to the requirements of FOIA and EIR. The Provider must assist and co-operate with each Commissioner to enable it to comply with its disclosure obligations under FOIA and EIR. The Provider agrees:

- 21.17.1 that this Contract and any other recorded information held by the Provider on a Commissioner's behalf for the purposes of this Contract are subject to the obligations and commitments of the Commissioner under FOIA and EIR;
- 21.17.2 that the decision on whether any exemption under FOIA or exception under EIR applies to any information is a decision solely for the Commissioner to whom a request for information is addressed;
- 21.17.3 that where the Provider receives a request for information relating to the Services provided under this Contract and the Provider itself is subject to FOIA or EIR, it will liaise with the relevant Commissioner as to the contents of any response before a response to a request is issued and will promptly (and in any event within 2 Operational Days) provide a copy of the request and any response to the relevant Commissioner;
- 21.17.4 that where the Provider receives a request for information and the Provider is not itself subject to FOIA or as applicable EIR, it will not respond to that request (unless directed to do so by the relevant Commissioner to whom the request relates) and will promptly (and in any event within 2 Operational Days) transfer the request to the relevant Commissioner;

GENERAL CONDITIONS

21.17.5 that any Commissioner, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA and regulation 16 of EIR, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and

21.17.6 to assist the Commissioners in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA or EIR) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by that Commissioner within 5 Operational Days of that request and without charge.

21.18 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, or for which an exception applies under EIR, the content of this Contract is not Confidential Information.

21.19 Notwithstanding any other term of this Contract, the Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA or for which an exception applies under EIR.

21.20 In preparing a copy of this Contract for publication under GC21.19 the Commissioners may consult with the Provider to inform decision-making regarding any redactions but the final decision in relation to the redaction of information will be at the Commissioners' absolute discretion.

21.21 The Provider must assist and cooperate with the Commissioners to enable the Commissioners to publish this Contract.

GENERAL CONDITIONS

GC22 Intellectual Property

22.1 Except as set out expressly in this Contract no Party will acquire the IPR of any other Party.

22.2 The Provider grants the Commissioners a fully paid-up, non-exclusive, perpetual licence to use the Provider Deliverables for the purposes of the exercise of their statutory and contractual functions and obtaining the full benefit of the Services under this Contract.

22.3 The Commissioners grant the Provider a fully paid-up, non-exclusive licence:

22.3.1 to use the Commissioner Deliverables; and

22.3.2 to use the NHS Identity,

in each case for the sole purpose of providing the Services. The Provider may not grant any sub-licence of the NHS Identity without the express permission of NHS England's NHS Identity team.

22.4 The Provider must co-operate with the Commissioners to enable the Commissioners to understand and adopt Best Practice (including the dissemination of Best Practice to other commissioners or providers of NHS services), and must supply such materials and information in relation to Best Practice as the Commissioners may reasonably request, and (to the extent that any IPR attaches to Best Practice), grants the Commissioners a fully paid-up, non-exclusive, perpetual licence for the Commissioners to use Best Practice IPR for the commissioning of NHS services and to share any Best Practice IPR with other commissioners of NHS services (and other providers of NHS services) to enable those parties to adopt such Best Practice.

GENERAL CONDITIONS

GC23 NHS Identity, Marketing and Promotion

- 23.1 The Provider must comply with NHS Identity Guidelines.
- 23.2 Goodwill in the Services, to the extent branded as NHS services, will belong separately to both the Secretary of State and the Provider. The Provider may enforce its rights in its own branding even if it includes the NHS Identity. The Provider must provide whatever assistance the Secretary of State may reasonably be required to allow the Secretary of State to maintain and enforce his rights in respect of the NHS Identity.
- 23.3 The Provider must indemnify the Secretary of State and the Commissioners for any Losses suffered in relation to any claim made against the Secretary of State or any Commissioner by virtue of section 2 of the Consumer Protection Act 1987 in respect of the use of a defective product by the Provider or any Staff or Sub-Contractor in the provision of the Services.

GENERAL CONDITIONS

GC24 Change in Control

- 24.1 This GC24 applies to any Change in Control in respect of the Provider or any Sub-Contractor, but not to a Change in Control of a company which is a Public Company.
- 24.2 Without prejudice to GC24.3 the Provider must, as soon as possible following a Change in Control, notify the Co-ordinating Commissioner of that Change in Control and must supply to the Co-ordinating Commissioner whatever further information relating to the Change in Control the Co-ordinating Commissioner may reasonably request.
- 24.3 Notwithstanding any other provision of this Contract:
- 24.3.1 a Restricted Person must not hold, and the Provider must not permit a Restricted Person to hold, at any time 5% or more of the total value of any Security in the Provider or in the Provider's Holding Company or any of the Provider's subsidiaries (as defined in the Companies Act 2006); and
 - 24.3.2 a Restricted Person must not hold, and the Provider must not permit (and must procure that a Material Sub-Contractor must not at any time permit) a Restricted Person to hold, at any time 5% or more of the total value of any Security in a Sub-Contractor or in any Holding Company or any of the subsidiaries (as defined in the Companies Act 2006) of a Sub-Contractor.

GENERAL CONDITIONS

GC25 Warranties

- 25.1 The Provider warrants to each Commissioner that it has notified the Co-ordinating Commissioner in writing of any Occasions of Tax Non-compliance or any litigation in which it is involved in connection with any Occasions of Tax Non-compliance.
- 25.2 The Provider warrants to each Commissioner that all information supplied by it to the Commissioners during the award procedure leading to the execution of this Contract is, to its reasonable knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Commissioners which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity's decision whether or not to contract with the Provider substantially on the terms of this Contract

GENERAL CONDITIONS

GC26 Prohibited Acts

- 26.1 The Provider must not commit any Prohibited Act
- 26.2 If the Provider or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act in relation to this Contract with or without the knowledge of the Co-ordinating Commissioner, the Co-ordinating Commissioner will be entitled:
 - 26.2.1 to exercise its right to terminate under GC17.4 (Termination) and to recover from the Provider the amount of any loss resulting from the termination; and
 - 26.2.2 to recover from the Provider the amount or value of any gift, consideration or commission concerned; and
 - 26.2.3 to recover from the Provider any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

GENERAL CONDITIONS

GC27 Conflicts of Interest and Transparency on Gifts and Hospitality

- 27.1 If a Party becomes aware of any actual, potential or perceived conflict of interest which is likely to affect another Party's decision (that Party acting reasonably) whether or not to contract or continue to contract substantially on the terms of this Contract, the Party aware of the conflict must immediately declare it to the other. The other Party may then, without affecting any other right it may have under Law, take whatever action under this Contract as it deems necessary.
- 27.2 The Provider must and must ensure that, in delivering the Services, all Staff comply with Law, with Managing Conflicts of Interest in the NHS and other Guidance, and with Good Practice, in relation to gifts, hospitality and other inducements and actual or potential conflicts of interest.

GENERAL CONDITIONS

GC28 Force Majeure

28.1 If an Event of Force Majeure occurs, the Affected Party must:

28.1.1 take all reasonable steps to mitigate the consequences of that event;

28.1.2 resume performance of its obligations as soon as practicable; and

28.1.3 use all reasonable efforts to remedy its failure to perform its obligations under this Contract.

28.2 The Affected Party must notify the other Parties immediately when it becomes aware of the Event of Force Majeure, giving detail of the Event of Force Majeure and its likely impact on the delivery of the Services

28.3 If it has complied with its obligations under GC28.1 and 28.2, the Affected Party will be relieved from liability under this Contract if and to the extent that it is not able to perform its obligations under this Contract due to the Event of Force Majeure.

GENERAL CONDITIONS

GC29 Third Party Rights

29.1 A person who is not a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Contract, except that, to the extent that it applies in its or their favour, this Contract may be enforced by:

29.1.1 a person who is the Provider's employee and is performing the Services for the Provider, if the matter to be enforced or the benefit to be enjoyed arises under GC5 (Staff), other than GC5.2 and GC5.3.2 (Staff);

29.1.2 the Secretary of State;

29.1.3 a Regulatory or Supervisory Body

29.1.4 any CCG or Local Authority;

29.1.5 the NHS Business Services Authority;

29.1.6 a previous provider of services equivalent to the Services or any of them before the Service Commencement Date, or a new provider of services equivalent to the Services or any of them after the expiry or termination of this Contract or of any Service, if the matter to be enforced or the benefit to be enjoyed arises under Schedule 8 (TUPE).

29.2 Subject to GC13.2.2 (Variations), the rights of the Parties to terminate, rescind or agree any Variation, waiver or settlement under this Contract are not subject to the consent of any person who is not a party to this Contract.

GENERAL CONDITIONS

GC30 Entire Contract

30.1 This Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract, except for any contract entered into between the Commissioners and the Provider to the extent that it relates to the same or similar services and is designed to remain effective until the Service Commencement Date.

GENERAL CONDITIONS

GC31 Severability

31.1 If any provision or part of any provision of this Contract is declared invalid or otherwise unenforceable, that provision or part of the provision as applicable will be severed from this Contract. This will not affect the validity and/or enforceability of the remaining part of that provision or of other provisions.

GENERAL CONDITIONS

GC32 Waiver

32.1 Any relaxation of or delay by any Party in exercising any right under this Contract must not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

GENERAL CONDITIONS

GC33 Remedies

33.1 Except as expressly set out in this Contract, no remedy conferred by any provision of this Contract is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given under this Contract or existing at law or in equity, by statute or otherwise.

GENERAL CONDITIONS

GC34 – GC35 Intentionally Omitted

GENERAL CONDITIONS

GC36 Notices

36.1 Any notices given under this Contract must be in writing and must be served by hand, post, or e-mail to the address for service of notices for the relevant Party set out in the Particulars.

36.2 Notices:

36.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;

36.2.2 by hand will be effective upon delivery; and

36.2.3 by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

GENERAL CONDITIONS

GC37 Costs and Expenses

37.1 Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Contract.

GENERAL CONDITIONS

GC38 Counterparts

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

GENERAL CONDITIONS

GC39 Governing Law and Jurisdiction

- 39.1 This Contract will be considered as a Contract made in England and will be subject to the laws of England.
- 39.2 Subject to the provisions of GC14 (Dispute Resolution), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Contract (whether contractual or non-contractual in nature).

DEFINITIONS AND INTERPRETATION

1. The headings in this Contract will not affect its interpretation.
2. Reference to any statute or statutory provision, to Law, or to Guidance, includes a reference to that statute or statutory provision, Law or Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced.
3. Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
4. References to Conditions and Schedules are to the Conditions and Schedules of this Contract, unless expressly stated otherwise.
5. References to any body, organisation or office include reference to its applicable successor from time to time.
6. Any references to this Contract or any other documents or resources includes reference to this Contract or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
7. Use of the singular includes the plural and vice versa.
8. Use of the masculine includes the feminine and vice versa.
9. Use of the term “including” or “includes” will be interpreted as being without limitation.
10. The following words and phrases have the following meanings:
 - 1983 Act** the Mental Health Act 1983
 - 1983 Act Code** the ‘code of practice’ published by the Department of Health under section 118 of the 1983 Act
 - 2005 Act** the Mental Capacity Act 2005
 - 2006 Act** the National Health Service Act 2006
 - 2008 Act** the Health and Social Care Act 2008
 - 2012 Act** the Health and Social Care Act 2012
 - 2014 Regulations** the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014
 - Accessible Information Standard** guidance aimed at ensuring that disabled people have access to information that they can understand and any communication support they might need, as set out at: <http://www.england.nhs.uk/ourwork/patients/accessibleinfo-2/>
 - Accountable Emergency Officer** the individual appointed by the Provider as required by section 252A(9) of the 2006 Act
 - Activity** Service User flows and clinical activity under this Contract
 - Activity and Finance Report** a report showing actual Activity and the associated costs to Commissioners, in the format agreed and specified in Schedule 6A (Reporting Requirements)
 - Actual Quarterly Value** for the relevant Quarter the

DEFINITIONS AND INTERPRETATION

aggregate of all payments made to the Provider under this Contract in respect of all Services delivered in that Quarter (excluding VAT and payments in relation to any CQUIN Indicator but before any deductions, withholdings or set-off), as reconciled under SC36 (Payment Terms), excluding the value of any items or Activity on which CQUIN is not payable, as set out in CQUIN guidance

Affected Party a party the performance of whose obligations under this Contract is affected by an Event of Force Majeure

Auditor an appropriately qualified, independent third party auditor appointed by the Co-ordinating Commissioner in accordance with GC15.6 (Governance, Transaction Records and Audit)

Authorised Person

- (i) any Commissioner or their authorised representatives;
- (ii) any body or person concerned with the treatment or care of a Service User approved by any Commissioner;
- (iii) (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body;
- (iv) NHS Protect or any body or person appointed by an Commissioner in connection with the investigation of bribery, fraud, corruption or security incidents

Best Practice any methodologies, pathway designs and processes relating to the Services developed by the Provider or any Sub-Contractor (whether singly or jointly with any Commissioner or other provider) for the purposes of

delivering the Services and which are capable of wider use in the delivery of healthcare services for the purposes of the NHS, but not including inventions that are capable of patent protection and for which patent protection is being sought or has been obtained, registered designs, or copyright in software

Block Arrangement arrangement so described in Schedule 3A (Local Prices) under which an overall fixed price is agreed which is not varied as a result of any changes in Activity levels

Business Continuity Plan the Provider's plan for continuity of all of the Services in adverse circumstances, which is in accordance with the NHS England Business Continuity Management Framework (Service Resilience) and the principles of PAS 2015 (British Standards Institution 21 October 2010) and ISO 22301)

Caldicott Guardian the senior health professional responsible for safeguarding the confidentiality of patient information

Caldicott Information Governance Review the Information Governance Review (March 2013) also known as Caldicott 2, available at:

<https://www.gov.uk/government/publications/the-information-governance-review>

Caldicott Principles the principles applying to the handling of patient-identifiable information set out in the report of the Caldicott Committee (1 December 1997)

Care Programme Approach the framework introduced to

DEFINITIONS AND INTERPRETATION

deliver effective mental healthcare for people with severe mental health problems (as amended, revised, re-issued or replaced from time to time by the Department of Health), being the Care Programme Approach referred to in:

- (i) Department of Health, Effective care co-ordination in mental health services; modernising the Care Programme Approach 1999 (a policy booklet);
- (ii) Reviewing the Care Programme Approach 2006 (a consultation document) Care Services Improvement Partnership Department of Health; and
- (iii) Re-focusing the Care Programme Approach – Policy and Positive Practice Guidance 2008, being the process used to assess the care needs of Service Users based on the Principles of HC 90(23)

Carer a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

CEDR the Centre for Effective Dispute Resolution

Change in Control

- (i) any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially

all, matters), provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation; or

- (ii) any change in the ability to control an NHS Foundation Trust, NHS Trust or NHS Body by virtue of the entering into of any franchise, management or other agreement or arrangement, under the terms of which the control over the management of the relevant NHS Foundation Trust, NHS Trust or NHS Body is conferred on another person without the Co-ordinating Commissioner's prior written

Chargeable Overseas Visitor a patient who is liable to pay charges for NHS services under the Overseas Visitor Charging Regulations

Child Sexual Abuse and Exploitation Guidance the Child Sexual Exploitation: Health Working Group Report and the Department of Health's response to its recommendations, available at: <https://www.gov.uk/government/publications/health-working-group-report-on-child-sexual-exploitation> and all Guidance issued pursuant to those recommendations

Child Sexual Abuse and Exploitation Lead the officer of the Provider responsible for implementation and dissemination of Child Sexual Abuse and Exploitation Guidance

Clinical Commissioning Group or **CCG** a clinical commissioning group as defined in Section 11 of 2006 Act

DEFINITIONS AND INTERPRETATION

Code of Practice on the Prevention and Control of Infections the Health and Social Care Act 2008: Code of Practice on the prevention and control of infections and related guidance, available at: <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>

Commissioner a party identified as such in the Particulars

Commissioner Assignment Methodology Guidance detailed technical guidance published by NHS England to enable Providers to allocate the correct commissioner code within specified commissioning data sets for the healthcare activities they provide, available at: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

Commissioner Deliverables all documents, products and materials developed by the Commissioner in relation to the Services in any form and submitted by any Commissioner to the Provider under this Contract, including data, reports, policies, plans and specifications

Commissioner Representative a person identified as such in the Particulars

Commissioners the parties identified as such in the Particulars and “Commissioner” means any one of them

Conditions Precedent the pre-conditions to commencement of service delivery set out in Schedule 1A (Conditions Precedent)

Confidential Information any information or data in whatever form disclosed, which by its nature is confidential or which the disclosing Party acting reasonably states

in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked ‘confidential’ (including, financial information, or marketing or development or workforce plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, or information which is disclosed in accordance with GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency), in response to an FOIA request, or information which is published as a result of government policy in relation to transparency

Consent

- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or
- (ii) any necessary consent or agreement from any third party needed either for the performance of the Provider’s obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract,

including any registration with any relevant Regulatory or Supervisory Body

Contract Management Meeting a meeting of the Co-ordinating Commissioner and the Provider held in accordance with GC9.6 (Contract Management)

DEFINITIONS AND INTERPRETATION

Contract Performance Notice

- (i) a notice given by the Co-ordinating Commissioner to the Provider under GC9.4 (Contract Management), alleging failure by the Provider to comply with any obligation on its part under this Contract; or
- (ii) a notice given by the Provider to the Co-ordinating Commissioner under GC9.5 (Contract Management) alleging failure by any Commissioner to comply with any obligation on its part under this Contract,

as appropriate

Contract Technical Guidance technical guidance in relation to the NHS Standard Contract, available at: <https://www.england.nhs.uk/nhs-standard-contract/17-18/>

Contract Term the period specified as such in the Particulars (or where applicable that period as extended in accordance with Schedule 1C (Extension of Contract Term))

Contract Year the period starting on the Service Commencement Date and ending on the following 31 March and each subsequent period of 12 calendar months starting on 1 April, provided that the final Contract Year will be the period starting on the relevant 1 April and ending on the Expiry Date or date of earlier termination

Co-ordinating Commissioner the party identified as such in the Particulars

CQC the Care Quality Commission established under section 1 of the 2008 Act

CQUIN Commissioning for Quality and Innovation

CQUIN Account an account prepared by or on behalf of the Provider which identifies the CQUIN Payments to which the Provider is entitled, on the basis of the Provider's performance against the CQUIN Indicators during the relevant Contract Year

CQUIN Guidance CQUIN guidance for the relevant Contract Year, as published by NHS England from time to time

CQUIN Indicator an indicator or measure of the Provider's performance as set out in CQUIN Table 1

CQUIN Payment a payment to be made to the Provider for having met the goals set out in the CQUIN Scheme as determined in accordance with CQUIN Table 1

CQUIN Performance Report a report prepared by the Provider detailing (with supporting clinical and other relevant evidence) the Provider's performance against and progress towards satisfying the CQUIN Indicators in each month to which the report relates, comprising part of the Service Quality Performance Report

CQUIN Table 1 the table at Schedule 4D (Commissioning for Quality and Innovation (CQUIN)) under that heading

CRS has the meaning given to it in CRS Guidance

CRS Guidance the Guidance published by NHS Improvement in relation to commissioner requested services, available at: <https://www.gov.uk/government/publications/guidance-for-commissioners-ensuring-the-continuity-of-healthcare-services>

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Data Breach has the meaning given to it in the Caldicott Information Governance Review

Data Controller has the meaning given to it in the DPA

Data Processor has the meaning given to it in the DPA

DBS the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012

Debt Securities debentures, debenture or loan stock, bonds and notes, whether secured or unsecured

Definitions and Interpretation the section of the General Conditions under that heading

Department of Health the Department of Health in England of HM Government or other relevant body, or such other body superseding or replacing it from time to time and/or the Secretary of State

Direction Letter a letter issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967) to the Provider or a Sub-Contractor, setting out the terms on which the Provider or Sub-Contractor (as appropriate) is to be granted access to the NHS Pension Scheme in connection with this Contract or the relevant Sub-Contract (as appropriate)

Discharge Summary a summary of information relevant to the Service User to be produced by the Provider in accordance with the relevant Transfer of and Discharge from Care Protocol

Dispute a dispute, conflict or other disagreement between

the Parties arising out of or in connection with this Contract

Dispute Resolution the procedure for resolution of disputes set out in GC14 (Dispute Resolution)

DOTAS the Disclosure of Tax Avoidance Schemes rules, requiring a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation pursuant to Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992

DPA the Data Protection Act 1998

Effective Date the date referred to as such in the Particulars

e-Invoicing Guidance guidance relating to the application and use of the NHS Shared Business Services e-Invoicing Platform, available at: <https://networkgrowth.s3.amazonaws.com/Tradeshift%20Supplier%20Training%20Guide.pdf>

e-Invoicing Platform the NHS Shared Business Services e-invoicing platform provided by Tradeshift

EIR the Environmental Information Regulations 2004

Enhanced DBS & Barred List Check a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list, adults'

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barred list and children's and adults' barred list

Enhanced DBS Check a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

Enhanced DBS Position any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Check or an Enhanced DBS & Barred List Check (as appropriate) is permitted

EPACCS IT System Requirements guidance on the implementation of Electronic Palliative Care Co-ordination Systems available at <http://systems.digital.nhs.uk/qipp/library/epaccsreq.pdf>

EPRR Guidance the emergency preparedness, resilience and response guidance published by the Department of Health and NHS England from time to time, including:

- (i) NHS England Emergency Preparedness, Resilience and Response Framework;
- (ii) NHS England Core Standards for Emergency Preparedness, Resilience and Response (EPRR); and
- (iii) NHS England Business Continuity Management Framework (Service Resilience),

all available via: <http://www.england.nhs.uk/ourwork/eprp/>

Equipment medical or non-medical equipment that the

Provider may use in the delivery of the Services (including Vehicles)

Essential Services the Services identified as such listed in Schedule 2D (Essential Services), being those Services for which sufficient capacity does not exist at appropriate alternative providers or potential alternative providers and/or which cannot be provided in a different way and/or where vulnerable groups may have particular problems accessing alternative providers and/or where the Provider ceasing to provide the Service would render other Services unviable

Essential Services Continuity Plan a plan agreed with the Co-ordinating Commissioner to ensure the continual availability of the Essential Services in the event of an interruption or suspension of the Provider's ability to provide any Essential Services and/or on any termination of this Contract or of any Service, as appended at Schedule 2E (Essential Services Continuity Plan) and updated from time to time

Event of Force Majeure an event or circumstance which is beyond the reasonable control of the Party claiming relief under GC28 (Force Majeure), including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Contract in relation to any Service

Expected Annual Contract Value the sum (if any) set out in Schedule 3F (Expected Annual Contract Values) for each Commissioner in respect of each relevant Service for the

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Contract Year

Expected Service Commencement Date the date referred to as such in the Particulars

Expiry Date the last day of the Contract Term

FFT Guidance the NHS Friends and Family Test Implementation Guidance available at: <http://www.England.nhs.uk/ourwork/pe/fft/>

FOIA the Freedom of Information Act 2000

Freedom to Speak Up Guardian the individual appointed by the Provider in accordance with the Department of Health publication Learning Not Blaming available at: <https://www.gov.uk/government/publications/learning-not-blaming-response-to-3-reports-on-patient-safety> and identified as such in the Particulars

Friends and Family Test the Friends and Family Test as defined in FFT Guidance

Fundamental Standards of Care the requirements set out in regulations 9 to 19 of the 2014 Regulations

General Anti-abuse Rule the legislation in Part 5 of the Finance Act 2013

General Condition or **GC** any of these General Conditions forming part of the Contract

Good Practice using standards, practices, methods and procedures conforming to the Law and reflecting up-to-date published evidence and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled,

efficient and experienced clinical services provider and a person providing services the same as or similar to the Services at the time the Services are provided, including (where appropriate) assigning a Consultant to each Service User who will be clinically responsible for that Service User at all times during the Service User's care by the Provider

Governing Body in respect of any Party, the board of directors, governing body, executive team or other body having overall responsibility for the actions of that Party

GP a general medical practitioner or general dental practitioner registered on the performers list prepared, maintained and published in accordance with regulations made under sections 91 and 106 of the 2006 Act

Guidance any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the Commissioners and/or the Provider have a duty to have regard (and whether specifically mentioned in this Contract or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Co-ordinating Commissioner and/or any relevant Regulatory or Supervisory Body

Guidance on Care of Dying People One chance to get it right: Improving people's experience of care in the last few days and hours of life, published by the Leadership Alliance for the Care of Dying People, available at: <https://www.england.nhs.uk/wp-content/uploads/2016/01/transforming-end-of-life-care-acute-hospitals.pdf>

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Halifax Abuse Principle the principle explained in the CJEU Case C-255/02 Halifax and others

Healthcare Safety Investigation Branch the body established to provide support and guidance on investigations, and to carry out its own investigations, into patient safety incidents: <https://www.gov.uk/government/groups/independent-patient-safety-investigation-service-ipsis-expert-advisory-group>

Healthcare Professional a person qualified in a healthcare-related profession

Health Education England the non-departmental public body supporting delivery of excellent healthcare and health improvement in England by ensuring that the workforce has the right numbers, skills, values and behaviours, in the right time and in the right place

Health Service Ombudsman the Parliamentary and Health Service Ombudsman, the independent body the role of which is to investigate complaints that individuals have been treated unfairly or have received poor service from government departments and other public organisations and the NHS: <http://www.ombudsman.org.uk/>

Healthwatch England the independent consumer champion for health and social care in England

HEE Quality Framework the Health Education England Quality Framework, available at: https://www.hee.nhs.uk/sites/default/files/documents/HEE_J000584_QualityFramework_FINAL_WEB.pdf

HM Government the government of the United Kingdom of Great Britain and Northern Ireland

Holding Company has the definition given to it in section 1159 of the Companies Act 2006

HRA the Human Rights Act 1998

Incident Response Plan means each Party's operational plan for response to and recovery from Incidents or Emergencies as identified in national, local and community risk registers and in accordance with the requirements of the NHS England Emergency Preparedness, Resilience and Response Framework and the Civil Contingencies Act 2004

Indemnity Arrangements either:

- (i) a policy of insurance;
- (ii) an arrangement made for the purposes of indemnifying a person or organisation; or
- (iii) a combination of (i) and (ii)

Indicative Activity Plan a plan identifying the anticipated indicative Activity and specifying the threshold for each Activity (which may be zero) for one or more Contract Years, set out in Schedule 2B (Indicative Activity Plan)

Indirect Losses loss of profits (other than profits directly and solely attributable to provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

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Information Governance Alliance Guidance guidance on management and retention of records available at: <http://systems.digital.nhs.uk/infogov/iga/rmcop16718.pdf>

Information Governance Audit Guidance guidance issued by the Department of Health and/or NHS England available at: <http://www.gov.uk/government/publications/a-question-of-balance-independent-assurance-of-information-governance-returns>

Information Governance Breach an information governance serious incident requiring investigation, as defined in IG Guidance for Serious Incidents

Information Governance Lead the individual responsible for information governance and for providing the Provider's Governing Body with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence

Information Standards Notice an information standards notice published by SCCI

Invoice Validation Guidance the NHS England publication Who Pays? Information Governance Advice for Invoice Validation December 2013, available at: <http://www.england.nhs.uk/ourwork/tsd/data-info/ig/in-val/>

ISO 22301 the systems standard defining the requirements for a management systems approach to business continuity management

Knowledge and Skills Framework an element of the career and pay progressions strand of Agenda for Change

Law

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) Guidance; and
- (v) any applicable code,

in each case in force in England and Wales

LD Guidance the model of care set out in the Department of Health publication Transforming care: a national response to Winterbourne View hospital (December 2012), and guidance issued by NHS England from time to time in relation to or pursuant to it available via: <http://www.england.nhs.uk/ourwork/qual-clin-lead/ld/transform-care/>

Legal Guardian an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

Lessons Learned experience derived from provision of the Services or otherwise, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider's provision of the Services

LETB the local education and training board for each area in which the Provider provides the Services and any local

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education and training board which represents the Provider by virtue of arrangements made by Health Education England under paragraph 2(4)(c) of Schedule 6 to the Care Act 2014

Local Auditor a local auditor appointed by a relevant authority in accordance with the Local Audit and Accountancy Act 2014

Local Authority a county council in England, a district council in England or a London borough council

Local Counter Fraud Specialist the accredited local counter fraud specialist appointed by the Commissioner or the Provider (as appropriate)

Local Healthwatch an organisation established under section 222 of the Local Government and Public Involvement in Health Act 2007

Local Modification a modification to a National Price where provision of a Service by the Provider at the National Price would be uneconomic, as approved or granted by NHS Improvement in accordance with the National Tariff

Local Price the price agreed by the Co-ordinating Commissioner and the Provider or determined as payable for a health care service for which no National Price is specified by the National Tariff

Local Quality Requirements the requirements set out in Schedule 4C (Local Quality Requirements) as may be amended by the Parties in accordance with this Contract or with the recommendations or requirements of NICE

Local Variation a variation to a National Price or the

currency for a Service subject to a National Price agreed by the Co-ordinating Commissioner and the Provider in accordance with the National Tariff

Longstop Date each date referred to as such in the Particulars

Losses all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses

Making Every Contact Count Guidance the guidance and tools issued by NHS England, Public Health England and Health Education England, available via: <https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/sop/red-prem-mort/php/>

Managing Conflicts of Interest in the NHS the NHS publication by that name available at <https://www.england.nhs.uk/about/board-meetings/committees/coi/>

MCA Policies the Provider's written policies for compliance with the 2005 Act and the Deprivation of Liberty Safeguards, as appended in Schedule 2K (Safeguarding Policies and Mental Capacity Act Policies) and updated from time to time in accordance with SC32 (Safeguarding, Mental Capacity and Prevent)

Mental Capacity and Deprivation of Liberty Lead the officer of the Provider responsible for advice, support, training and audit to ensure compliance with the 2005 Act, the Deprivation of Liberty Safeguards (where appropriate)

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and associated codes of practice, identified as such in the Particulars

Monitor the corporate body known as Monitor provided by section 61 of the 2012 Act

Monitor's Licence a licence granted by Monitor under section 87 of the 2012 Act

National Audit Office the independent office established under section 3 of the National Audit Act 1983 which conducts financial audits and reports to Parliament on the spending of public money (and any successor body or bodies from time to time)

National CQUIN a national CQUIN goal as set out in CQUIN Guidance

National Data Guardian the body which advises and challenges the health and care system to help ensure that citizens' confidential information is safeguarded securely and used properly: <https://www.gov.uk/government/organisations/national-data-guardian>,

and its predecessor body the Independent Information Governance Oversight Panel

National Price the national price for a health care service specified by the National Tariff, as may be adjusted by applicable national variation specified in the National Tariff under section 116(4)(a) of the 2012 Act

National Quality Requirements the quality requirements set out in Schedule 4A (Operational Standards and National Quality Requirements)

National Tariff the national tariff, as published by NHS Improvement under section 116 of the 2012 Act (including any rules included under section 116(4)(b) of the 2012 Act), as applicable at the time at which the relevant Service is provided

National Variation a Variation mandated by NHS England to reflect changes to the NHS Standard Contract and notified to the Parties by whatever means NHS England may consider appropriate

Never Event an event or occurrence in relation to a Service User as so defined in the Never Events Policy Framework from time to time

Never Events Policy Framework the Never Events Policy Framework, available at: <http://www.england.nhs.uk/ourwork/patientsafety/>

NHS the National Health Service in England

NHS Body has the meaning given to it in section 275 of the 2006 Act as amended by section 138(2)(c) of Schedule 4 to the 2012 Act

NHS Business Services Authority the Special Health Authority established under the NHS Business Services Authority (Establishment and Constitution Order) 2005 SI 2005/2414

NHS Care Records Guarantee the publication setting out the rules that govern how patient information is used in the NHS and what control the patient can have over this, available here: <http://systems.digital.nhs.uk/rasmartcards/strategy/nhscrg>

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NHS Classifications Services the NHS resource responsible for the delivery of national clinical classifications standards and guidance for the NHS clinical coding profession

NHS Constitution the constitution for the NHS in England which establishes the principles and values of the NHS in England and sets out the rights, pledges and responsibilities for patients, the public and staff (and including the Handbook To The NHS Constitution, available via <https://www.gov.uk/government/publications/supplements-to-the-nhs-constitution-for-england>)

NHS Data Model and Dictionary the reference source for information standards to support healthcare activities within the NHS in England

NHS Digital the Health and Social Care Information Centre <https://digital.nhs.uk/>

NHS Employment Check Standards the documents which set out the pre-appointment checks that are required by Law, those that are mandated by any Regulatory Body policy, and those that are required for access to checksService User Health Records: <http://www.nhsemployers.org/your-workforce/recruit/employment-checks>

NHS England the National Health Service Commissioning Board established by section 1H of the 2006 Act, also known as NHS England

NHS Foundation Trust a body as defined in section 30 of the 2006 Act

NHS Identity the name and logo of the NHS and any other names, logos and graphical presentations as held by the

Secretary of State required to be used in connection with the provision of the Services

NHS Identity Guidelines NHS Identity policy and guidelines, available at www.nhsidentity.nhs.uk, and any other Guidance issued from time to time in relation to the NHS Identity

NHS Improvement the combined organisation comprising Monitor and NHSTDA

NHS Information Governance Toolkit an online system which allows NHS organisations and partners to assess themselves against Department of Health information governance policies and standards <https://nww.igt.hscic.gov.uk/>

NHS Number the national unique patient identifier given to each person registered with the NHS in England and Wales. Further information is available at: <http://systems.digital.nhs.uk/nhsnumber>

NHS Pension Scheme the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 1995 (SI 1995/300) and the National Health Service Pension Scheme Regulations 2008 (SI 2008/653)

NHS Protect Standards the standards and guidance issued from time to time by NHS Protect under the NHS Business Authority Directions 2006 available at: <http://www.nhsbsa.nhs.uk/4882.aspx>

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NHS Serious Incident Framework NHS England's serious incident framework, available at: <http://www.England.nhs.uk/ourwork/patientsafety/>

NHS Standard Contract the model commissioning contract or contracts published by NHS England from time to time pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012

NHSTDA the Special Health Authority known as the National Health Service Trust Development Authority established under the NHS Trust Development Authority (Establishment and Constitution) Order 2012 SI 901/2012

NHS Trust a body established under section 25 of the 2006 Act

NICE the National Institute for Health and Care Excellence, the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health

NICE Technology Appraisals technology appraisals conducted by NICE in order to make recommendations on the use of drugs and other health technologies within the NHS

Nominated Individual

- (i) where the Provider is an individual, that individual; and
- (ii) where the Provider is not an individual, an individual who is employed (within the meaning of the 2014 Regulations) as a director, manager or the company

secretary of the Provider,

(and who will, where appropriate, be the nominated individual notified to CQC in accordance with regulation 6 of the 2014 Regulations)

Notice Period the period specified as such in the Particulars

Notifiable Safety Incident has the definition given to it in the 2014 Regulations

Occasion of Tax Non-compliance

- (i) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 being found on or after 1 April 2013 to be incorrect as a result of either a Relevant Tax Authority successfully challenging the Provider under the General Anti-abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to either, or the failure of an avoidance scheme in which the Provider was involved and which was or should have been notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or
- (ii) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 giving rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion

ODS the NHS organisation that is responsible for:

- (i) the publication of all organisation and practitioner codes;

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- (ii) the development of national policy and standards relating to organisation and practitioner codes; and
- (iii) the development of national reference organisation data

Operational Day a day other than a Saturday, Sunday or bank holiday in England

Operational Standards the operational standards set out in Schedule 4A (Operational Standards and National Quality Requirements)

Overseas Visitor Charging Guidance any guidance issued from time to time by the Secretary of State or by NHS England on the making and recovery of charges under the Overseas Visitor Charging Regulations, including that available via: www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations

Overseas Visitor Charging Regulations the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available via: <http://www.legislation.gov.uk/ukxi/2015/238/contents/made>

Particulars the Particulars to this Contract

Parties the Commissioners (or such of them as the context requires) and the Provider and “Party” means any one of them

Parties in Dispute the Co-ordinating Commissioner and/or other Commissioners directly concerned in the Dispute, as one Party in Dispute, and the Provider, as the other

Patient Safety Incident any unintended or unexpected

incident that occurs in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User

PEPPOL Pan-European Public Procurement Online. See: <https://www.gov.uk/government/publications/nhs-e-procurement-strategy>

Personal Data has the meaning given to it in the DPA

Place of Safety a safe place where a mental health assessment can be carried out; this may be a hospital, care home, or any other suitable place where the occupier is willing to receive the person while the assessment is completed. Police stations should be only be used in exceptional circumstances

Price the Local Price, as appropriate

Principles of Good Employment Practice the guidance note issued by the Cabinet Office in December 2010 titled Supplier Information Note: Withdrawal of Two-Tier Code available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/62091/two-tier-code.pdf

including Annex A of that guidance note setting out a set of voluntary principles of good employment practice

Prohibited Act the Provider:

- (i) in connection with this Contract, paying or agreeing to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in

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writing to the Co-ordinating Commissioner; or

- (ii) committing an offence under the Bribery Act 2010

Provider the party identified as such in the Particulars

Provider Deliverables: all documents, products and materials developed by the Provider or its agents, subcontractors, consultants and employees in relation to the Services in any form and required to be submitted to any Commissioner under this Contract, including data, reports, policies, plans and specifications

Provider Insolvency Event the occurrence of any of the following events in respect of the Provider:

- (i) the Provider being, or being deemed for the purposes of any Law to be, unable to pay its debts or insolvent;
- (ii) the Provider admitting its inability to pay its debts as they fall due;
- (iii) the value of the Provider's assets being less than its liabilities taking into account contingent and prospective liabilities;
- (iv) the Provider suspending payments on any of its debts or announces an intention to do so;
- (v) by reason of actual or anticipated financial difficulties, the Provider commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness;
- (vi) a moratorium is declared in respect of any of the Provider's indebtedness;

(vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider;

(viii) a composition, assignment or arrangement with any creditor of any member of the Provider;

(ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Provider or any of its assets;

(x) a resolution of the Provider or its directors is passed to petition or apply for the Provider's winding-up or administration;

(xi) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise); or

(xii) if the Provider suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident

Provider Representative the person identified as such in the Particulars

Provider's Premises premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service

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Specification

Public Company a company which:

- (i) has shares that can be purchased by the public; and
- (ii) has an authorised share capital of at least £50,000 with each of the company's shares being paid up at least as to one quarter of the nominal value of the share and the whole of any premium on it; and
- (iii) has securities listed on a stock exchange in any jurisdiction

Public Health England an executive agency of the Department of Health established under the 2012 Act

Quality Requirements the Operational Standards, the National Quality Requirements, the Local Quality Requirements and the Never Events

Referral the referral of any Service User to the Provider by a Referrer or (for a Service for which a Service User may present or self-refer for assessment and/or treatment in accordance with this Contract and/or Guidance) presentation or self-referral by a Service User

Referrer

- (i) the authorised Healthcare Professional who is responsible for the referral of a Service User to the Provider; and
- (ii) any organisation, legal person or other entity which is permitted or appropriately authorised in accordance with the Law to refer the Service User for assessment and/or treatment by the Provider

Regulatory or Supervisory Body any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party or Staff must comply or to which it or they must have regard, including CQC, NHS Improvement, NHS England, the Department of Health, NICE, Healthwatch England and Local Healthwatch, Public Health England, the General Pharmaceutical Council and the Healthcare Safety Investigation Branch

Relevant Person has the meaning given to it in the 2014 Regulations

Relevant Tax Authority HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the supplier is established

Responsible Commissioner the Service User's responsible commissioner as determined in accordance with the Law and applicable Guidance (including Who Pays? Guidance)

Restricted Person

- (i) any person, other than an organisation whose primary purpose is to invest its own assets or those held in trust by it for others, including a bank, mutual fund, pension fund, private equity firm, venture capitalist, insurance company or investment trust,, who has a material interest in the production of tobacco products or alcoholic beverages; or
- (ii) any person who the Co-ordinating Commissioner otherwise reasonably believes is inappropriate for public policy reasons to have a controlling interest in the Provider or in a Material Sub-Contractor

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Review Meeting a meeting to be held in accordance with GC8.1 (Review)

Safeguarding Lead the officer of the Provider responsible for implementation and dissemination of Safeguarding Policies, identified as such in the Particulars

Safeguarding Guidance Working Together to Safeguard Children - A guide to inter-agency working to safeguard and promote the welfare of children – statutory guidance

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf

Care and Support Statutory Guidance issued under the Care Act

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/315993/Care-Act-Guidance.pdf

Safeguarding Policies the Provider's written policies for safeguarding children, young people and adults, as appended in Schedule 2K (Safeguarding Policies and MCA Policies) and updated from time to time in accordance with SC32 (Safeguarding and Mental Capacity)

Safeguarding Training Guidance Guidance in relation to safeguarding published by the Department for Education, including Safeguarding children and young people: roles and competencies for health care staff, available at:

[http://www.rcpch.ac.uk/sites/default/files/page/Safeguarding_Children_-_Roles_and_Competences_for_Healthcare_Staff_02_0_\(3\)_0.pdf](http://www.rcpch.ac.uk/sites/default/files/page/Safeguarding_Children_-_Roles_and_Competences_for_Healthcare_Staff_02_0_(3)_0.pdf)

SCCI the body with delegated responsibility for appropriate information standards for the health and social care system (or that body's predecessor):

<http://www.hscic.gov.uk/isce>

Secretary of State the Secretary of State for Health and/or the Department of Health

Section 251 Regulations the Health Service (Control of Patient Information) Regulations 2002, made pursuant to section 251 of the 2006 Act

Security Shares, Debt Securities, unit trust schemes (as defined in the Financial Services and Markets Act 2000), miscellaneous warrants, certificates representing Debt Securities, warrants or options to subscribe or purchase securities, other securities of any description and any other type of proprietary or beneficial interest in a limited company

Senior Information Risk Owner the Provider's nominated person, being an executive or senior manager on the Governing Body of the Provider, whose role it is to take ownership of the organisation's information risk policy, act as champion for information risk on the Governing Body of the Provider and provide written advice to the accounting officer on the content of the organisation's statement of internal control in regard to information risk

Serious Incident has the meaning given to it in the NHS Serious Incident Framework

Service Commencement Date the date the Services actually

DEFINITIONS AND INTERPRETATION

commence which will be either the Expected Service Commencement Date or a later date being the day after the date on which all Conditions Precedent are satisfied, as applicable

Service Condition or **SC** any Service Condition forming part of this Contract

Service Quality Performance Report the report required by Schedule 6B (Reporting Requirements)

Service Specifications each of the service specifications defined by the Commissioners and set out in Schedule 2A (Service Specifications)

Service User a patient or service user for whom a Commissioner has statutory responsibility and who receives Services under this Contract

Service User Health Record a record which consists of information and correspondence relating to the particular physical or mental health or condition of a Service User (whether in electronic form or otherwise), including any such record generated by a previous provider of services to the Service User which is required to be retained by the Provider for medico-legal purposes

Services the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Services Environment the rooms, theatres, wards, treatment

bays, clinics or other physical location, space, area, accommodation or other place as may be used or controlled by the Provider from time to time in which the Services are provided, excluding Service Users' private residences, Local Authority premises, schools and premises controlled by the Responsible Commissioner

Seventh Data Protection Principle the seventh principle set out in paragraphs 9-12 of Part II of Schedule 1 to the DPA

<http://www.legislation.gov.uk/ukpga/1998/29/schedule/1/part/II/crossheading/the-seventh-principle>

Shared Decision-Making the process of discussing options and the risks and benefits of various actions and courses of care or treatment based on the needs, goals and personal circumstances of the Service User, with a Service User and/or their Carer or Legal Guardian (as appropriate).

Shares has the meaning given in section 540 of the Companies Act 2006, including preference shares

Staff all persons (whether clinical or non-clinical) employed or engaged by the Provider or by any Sub-Contractor (including volunteers, agency, locums, casual or seconded personnel) in the provision of the Services or any activity related to, or connected with the provision of the Services, including Consultants

Standard DBS Check a disclosure of information which contains details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

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Standard DBS Position any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/236659/DBS_guide_to_eligibility_v2.pdf

Sub-Contract any sub-contract entered into by the Provider or by any Sub-Contractor of any level for the purpose of the performance of any obligation on the part of the Provider under this Contract

Sub-Contractor any sub-contractor, whether of the Provider itself or at any further level of sub-contracting, under any Sub-Contract

Surveys the Friends and Family Test, Service User surveys, Carer surveys, Staff Surveys and any other surveys reasonably required by the Commissioners in relation to the Services

Suspension Event the occurrence of any of the following:

- (i) any Commissioner and/or any Regulatory or Supervisory Body having reasonable grounds to believe that the Provider is or may be in breach of the Law, or in material breach of the Quality Requirements or regulatory compliance Standards issued by a Regulatory or Statutory Body; or
- (ii) any Commissioner and/or any Regulatory or Supervisory Body having reasonable and material concerns as to the

continuity, quality or outcomes of any Service, or for the health and safety of any Service User; or

- (iii) the Provider being in breach of any material obligation, or in persistent breach of any obligation, on its part under this Contract; or
- (iv) the Co-ordinating Commissioner, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or
- (v) the Provider failing to complete an action required of it, or to deliver or maintain the improvement required of it within the timescales and otherwise as agreed in accordance with GC9.6 (except as a result of an act or omission or the unreasonableness of any Commissioner); or
- (vi) the Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or NHS Improvement's Licence

Sustainability and Transformation Fund the arrangement described in Delivering the Forward View: NHS planning guidance 2016/17 – 2020/21 (<https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/>) through which NHS Trusts and Foundation Trusts can access non-recurrent funding

Transaction Records the accounts and transaction records of all payments, receipts and financial and other information relevant to the provision of the Services

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Transfer and Discharge Guidance and Standards

- (i) Transition between inpatient hospital settings and community or care home settings for adults with social care needs (NICE guideline NG27) (<https://www.nice.org.uk/guidance/ng27>)
- (ii) Transition between inpatient mental health settings and community or care home settings (NICE guideline NG53) (<https://www.nice.org.uk/guidance/ng53>)
- (iii) Care and support statutory guidance (<https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance>)
- (iv) the Assessment, Discharge and Withdrawal Notices between Hospitals and Social Services Information Standard (SCCI2075)

Transfer of and Discharge from Care Protocols the protocols (to include all locally-agreed requirements in respect of information to be provided to the Service User and/or Referrer relating to updates on progress through the care episode, transfer and discharge) set out at Schedule 2J (Transfer of and Discharge from Care Protocols) and which must include content based on the national template policy, Supporting Patients' Choices to Avoid Long Hospital Stays (www.nhs.uk/NHSEngland/keogh-review/Documents/quick-guides/background-docs/TEMPLATE-POLICY.docx)

Variable Elements

- (i) Particulars: – local insertions and selections only: refer to Contract Technical Guidance
- (ii) Service Conditions – application only: refer to Contract Technical Guidance

Variation a variation to the provisions of this Contract agreed to be made by the Parties in accordance with GC13 (Variations)

Variation Agreement an agreement in writing in the form available at: <https://www.england.nhs.uk/nhs-standard-contract/17-18>

VAT value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994

Vehicle any transport vehicle or aircraft, whether emergency or otherwise, to be used by the Provider in providing the Services

Who Pays? Guidance Who Pays? Determining the responsibility for payments to providers, available at: <https://www.england.nhs.uk/wp-content/uploads/2014/05/who-pays.pdf>