



# **NHS Standard Contract 2015/16 Particulars**

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***Contract Reference:  
SCW/NHSSGCCG/00000055/2015***

# **NHS Standard Contract**

**2015/16**

## **Particulars**

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<b>Contract Reference</b>	<b>SCW/NHSSGCCG/00000055/2015</b>
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<b>DATE OF CONTRACT</b>	<b>2<sup>nd</sup> November 2015</b>
<b>SERVICE COMMENCEMENT DATE</b>	<b>This will occur in 2016/17 and will be revised in the 2016/17 variation.</b>
<b>CONTRACT TERM</b>	<p><b>NHS Bristol CCG (ODS 11H)</b>  <b>NHS North Somerset CCG (ODS 11T)</b>  <b>NHS South Gloucestershire CCG (ODS 12A)</b></p> <p><b>41 months</b>  <b>Subject to extension in accordance with Schedule 1C where applicable</b></p> <p><b>NHS Gloucestershire CCG (ODS 11M)</b></p> <p><b>17 months</b>  <b>Subject to extension in accordance with Schedule 1C where applicable</b></p>
<b>COMMISSIONERS</b>	<p><b>NHS Bristol CCG (ODS 11H)</b>  <b>NHS Gloucestershire CCG (ODS 11M)</b>  <b>NHS North Somerset CCG (ODS 11T)</b>  <b>NHS South Gloucestershire CCG (ODS 12A)</b></p>
<b>CO-ORDINATING Commissioner</b>	<p><b>NHS South Gloucestershire CCG (12A)</b>  <b>Corum 2, Corum Office Park</b>  <b>Crown Way</b>  <b>Warmley</b>  <b>South Gloucestershire</b>  <b>BS30 8FJ</b></p>
<b>PROVIDER</b>	<b>New Medical Systems Ltd trading as Newmedica</b>

	<p><b>Principal and/or registered office address:</b> <b>South Bank Technopark,</b> <b>90 London Rd,</b> <b>London,</b> <b>SE1 6LN</b></p> <p><b>Company number: 6211226</b></p>
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## CONTRACT

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

1. the **Particulars**;
2. the **Service Conditions**;
3. the **General Conditions**,

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

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

**SIGNED by**

.....  
Signature

**Sharon Kingscott  
For and on behalf of  
NHS South Gloucestershire CCG (ODS  
12A)**

Chief Finance Officer  
Title

.....  
Date

**SIGNED by**

.....  
Signature

**Nicola Dunn for  
and on behalf of  
NHS Bristol CCG (ODS 11H)**

Chief Finance Officer  
Title

.....  
Date

**SIGNED by**

.....  
Signature

**Catherine Leech  
For and on behalf of  
NHS Gloucestershire CCG (ODS 11M)**

Chief Finance Officer  
Title

.....  
Date

**SIGNED by**

.....  
Signature

**Michael Vaughton  
For and on behalf of  
NHS North Somerset CCG (ODS 11T)**

Chief Finance Officer.....  
Title

.....  
Date

**SIGNED by**

.....  
Signature

**Darshak Shah  
For and on behalf of  
New Medical Systems Ltd trading as  
Newmedica**

Managing Director

.....  
Date

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
<b>Effective Date</b>	2 <sup>nd</sup> November 2015
<b>Expected Service Commencement Date</b>	This will occur in 2016/17 and will be revised in the 2016/17 variation.
<b>Longstop Date</b>	N/A
<b>Service Commencement Date</b>	This will occur in 2016/17 and will be revised in the 2016/17 variation.
<b>Contract Term</b>	<p>NHS Bristol CCG (ODS 11H)  NHS North Somerset CCG (ODS 11T)  NHS South Gloucestershire CCG (ODS 12A)</p> <p>41 months commencing on the Effective Date</p> <p>NHS Gloucestershire CCG (ODS 11M)</p> <p>17 months commencing on the Effective Date</p>
<b>Option to extend Contract Term</b>	<p>Yes</p> <p>NHS Bristol CCG (ODS 11H)  NHS North Somerset CCG (ODS 11T)  NHS South Gloucestershire CCG (ODS 12A)</p> <p>By 2 years</p> <p>NHS Gloucestershire CCG (ODS 11M)</p> <p>By 4 years</p>
<b>Expiry Date</b>	<p>NHS Bristol CCG (ODS 11H)  NHS North Somerset CCG (ODS 11T)  NHS South Gloucestershire CCG (ODS 12A)</p> <p>31<sup>st</sup> March 2019</p> <p>NHS Gloucestershire CCG (ODS 11M)  31<sup>st</sup> March 2017</p>
<b>Commissioner Notice Period (for termination under GC 17.2)</b>	12 months
<b>Commissioner Earliest Termination Date</b>	12 months after the Service Commencement Date
<b>Provider Notice Period (for termination under GC17.3)</b>	12 months
<b>Provider Earliest Termination Date</b>	12 months after the Service Commencement Date

<b>SERVICES</b>	
<b>Service Categories</b>	<b>Selected</b>
Accident and Emergency Services (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
Pharmacy Delivered Community Services (Ph)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Surgical Services in a Community Setting (S)	✓
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
<b>Specialised Services</b>	
Services comprise or include Specialised Services commissioned by NHS England	No
<b>Service Requirements</b>	
Indicative Activity Plan	No
Activity Planning Assumptions	No
Essential Services (NHS Trusts only)	No
Services to which 18 Weeks applies	Yes

<b>PAYMENT</b>	
National Prices	Yes
Expected Annual Contract Value Agreed	No
Small Provider	No
SUS Applies	No

<b>QUALITY</b>	
Provider Type	Other
Clostridium Difficile Baseline Threshold	0

<b>GOVERNANCE AND REGULATORY</b>	
<b>Nominated Mediation Body</b>	<b>CEDR</b>
<b>Provider's Nominated Individual</b>	<b>Jeremy Diamond</b> Email: <a href="mailto:jeremy.diamond@newmedica.co.uk">jeremy.diamond@newmedica.co.uk</a> Tel: 0207 717 1653
<b>Provider's Information Governance Lead</b>	<b>John Lloyd</b> Email: <a href="mailto:john@newmedica.co.uk">john@newmedica.co.uk</a> Tel: 07908 176199
<b>Provider's Caldicott Guardian</b>	<b>Nigel Kirkpatrick</b> Email: <a href="mailto:nigel.kirkpatrick@newmedica.co.uk">nigel.kirkpatrick@newmedica.co.uk</a> Tel: 0207 717 1653
<b>Provider's Senior Information Risk Owner</b>	<b>John Lloyd</b> Email: <a href="mailto:john@newmedica.co.uk">john@newmedica.co.uk</a> Tel: 07908 176199
<b>Provider's Accountable Emergency Officer</b>	<b>Jeremy Diamond</b> Email: <a href="mailto:jeremy.diamond@newmedica.co.uk">jeremy.diamond@newmedica.co.uk</a> Tel: 0207 717 1653
<b>Provider's Safeguarding Lead</b>	<b>Jeremy Diamond</b> Email: <a href="mailto:jeremy.diamond@newmedica.co.uk">jeremy.diamond@newmedica.co.uk</a> Tel: 0207 717 1653
<b>Provider's Mental Capacity and Deprivation of Liberty Lead</b>	<b>Jeremy Diamond</b> Email: <a href="mailto:jeremy.diamond@newmedica.co.uk">jeremy.diamond@newmedica.co.uk</a> Tel: 0207 717 1653
<b>Provider's Prevent Lead</b>	<b>Carl Hall</b> Email: <a href="mailto:carl.hall@newmedica.co.uk">carl.hall@newmedica.co.uk</a> Tel: 07976 370038



<b>CONTRACT MANAGEMENT</b>	
<b>Addresses for service of Notices</b>	<p><b>Co-ordinating Commissioner: NHS South Gloucestershire CCG</b>  <b>Address: Corum 2, Corum Office Park, Crown Way, Warmley, South Gloucestershire, BS30 8FJ</b></p> <p><b>Commissioner: NHS Bristol CCG</b>  <b>Address: Level 5, South Plaza, Marlborough Street, Bristol, BS1 3NX</b></p> <p><b>Commissioner: NHS Gloucestershire CCG</b>  <b>Address: Sanger House, 5220 Valiant Court, Gloucester Business Park, Brockwort, Gloucester, Gloucestershire, GL3 4FE</b></p> <p><b>Commissioner: NHS North Somerset CCG</b>  <b>Address: Castlewood, Tickenham Road, Clevedon, Avon, BS21 9BH</b></p> <p><b>Provider: New Medical Systems Ltd trading as Newmedica</b>  <b>Address: South Bank Technopark, 90 London Rd, London, SE1 6LN</b>  <b>Email: robbie.mcmullen@newmedica.co.uk</b></p>
<b>Frequency of Review Meetings</b>	<b>Quarterly</b>
<b>Commissioner Representative(s)</b>	<p><b>Address: NHS Bristol CCG, Level 5, South Plaza, Marlborough Street, Bristol, BS1 3NX</b></p> <p><b>Address: NHS Gloucestershire CCG, Sanger House, 5220 Valiant Court, Gloucester Business Park, Brockwort, Gloucester, Gloucestershire, GL3 4FE</b></p> <p><b>Address: NHS North Somerset CCG, Castelwood, Tickenham Road, Clevedon, Avon, BS21 9BH</b></p> <p><b>Address: NHS South Gloucestershire CCG, Corum 2, Corum Office Park, Crown Way, Warmley, South</b></p>

	<b>Gloucestershire, BS30 8FJ</b>
<b>Provider Representative</b>	<b>Carl Hall</b> <b>Address: South Bank Technopark,</b> <b>90 London Rd,</b> <b>London,</b> <b>SE1 6LN</b> <b>Email: <a href="mailto:carl.hall@newmedica.co.uk">carl.hall@newmedica.co.uk</a></b> <b>Tel: 07976 370038</b>

# SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

## A. Conditions Precedent

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

1.	Evidence of appropriate Indemnity Arrangements  Corporate Indemnity - Newmedica.pdf
2.	Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)  CQC Certificate - Newmedica.pdf
3.	Evidence of Monitor's Licence in respect of Provider and Material Sub-Contractors (where required) Currently exempt from Monitor registration as their turnover is below £10,000,000.
4.	Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner Not applicable, they will not be using any sub-contractors in the delivery of this service.






The Provider must complete the following actions:

Not Applicable
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## SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

### B. Commissioner Documents

Date	Document	Description
30/04/2015	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">               2G2_NUB_SLA2015_2G3_2_NUB_SLA201           </div> <div style="text-align: center;">               2G3_3_NUB_SLA201           </div> <div style="text-align: center;">               INNF_v41_12Feb15_5_IFR_Policy_1502125_IFR_Appeals_Polic           </div> </div> <div style="margin-top: 20px; text-align: center;">               WEston              2G1_1_NUB_SLA201           </div> <div style="margin-top: 40px; text-align: center;">               BNSSG Quality              1516.pdf           </div> <div style="margin-top: 20px; text-align: center;"> <a href="http://www.bathandnortheastsomersetccg.nhs.uk/">http://www.bathandnortheastsomersetccg.nhs.uk/</a> </div>	<p>BNSSG policy relating to payment challenges to INNF</p> <p>BNSSG 15/16 Quality Policy</p> <p>Bath and North East Somerset CCG policies and standards</p>

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **C. Extension of Contract Term**

1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the following Commissioners may opt to extend the Contract Term by 2 years:

NHS Bath and North East Somerset CCG (ODS 11E)  
NHS Bristol CCG (ODS 11H)  
NHS North Somerset CCG (ODS 11T)  
NHS South Gloucestershire CCG (ODS 12A)

2. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the following Commissioners may opt to extend the Contract Term by 4 years:

NHS Gloucestershire CCG (ODS 11M)

3. 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 6 months before the original Expiry Date.

4. The option to extend the Contract Term may be exercised:

4.1 only in respect of all Services

5. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 3 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.

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

Mandatory headings 1 – 4: mandatory but detail for local determination and agreement  
 Optional headings 5-7: optional to use, detail for local determination and agreement.

All subheadings for local determination and agreement

<b>Service Specification No.</b>	1
<b>Service</b>	AQP Acute Elective Services
<b>Commissioner Lead</b>	South Gloucestershire CCG as Lead Commissioner.  Associate Commissioners - Gloucestershire, Bath and North East Somerset, North Somerset and Bristol CCGs.
<b>Provider Lead</b>	Carl Hall
<b>Period</b>	<b>2<sup>nd</sup> November 2015 – 31<sup>st</sup> March 2019 for Bristol, North Somerset, South Gloucestershire and Bath and North East Somerset CCGs.</b>  <b>2<sup>nd</sup> November 2015 – 31<sup>st</sup> March 2017, and annually thereafter for Gloucestershire CCG.</b>
<b>Date of Review</b>	<b>Annually from 31st March 2016 for Bristol, North Somerset, South Gloucestershire and Bath and North East Somerset CCGs.</b>  Gloucestershire CCG will review within each year for agreement at new contract year start.

<b>1. Population Needs</b>
<p>Via the Any Qualified Provider method, the CCGs wish to deliver high quality, value for money Acute Elective Surgery for NHS Patients in accordance with Good Clinical Practice in respect of such clinical services. Providers will be responsible for delivering an integrated pathway to include outpatients, diagnostics and surgical procedures as either a day case or inpatient elective service. Specialties to be provided are covered at 3.1 of this Schedule 2. The CCGs wish to maintain and improve access to a range of innovative Acute Elective Surgeries, thereby improving NHS Patients free choice of Provider and control over their care and treatment. In doing so, the CCGs expect Providers to achieve agreed referral to treatment waiting times, and greater choice of care for patients.</p> <p>The Provider will be expected to continually improve the quality and value of care for NHS Patients in line with current Good Clinical Practice, and to achieve and wherever possible, improve upon Acute Elective Surgery clinical pathways. Appropriate performance requirements are contained within this Service Specification.</p> <p>The Provider is expected to ensure only clinically appropriate care is provided to patients,</p>

with due regard to eligibility criteria, policies and service specifications issued by the Commissioners.

## 2. Outcomes

### 2.1 NHS Outcomes Framework Domains & Indicators

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

### 2.2 Local defined outcomes

The Service Specification is designed to ensure that the services provided:

- Have clear and consistent care pathways and adopt evidence based best practice;
- Ensure NHS Patients experience measureable improvements in their clinical condition or pre-operative symptoms, as measured by clinical outcomes measures;
- Enhance NHS Patient Choice and improve quality of service; and
- Increase the overall capacity for the provision of Acute Elective Surgery across the CCGs.

## 3. Scope

### 3.1 Aims and objectives of service

This Any Qualified Provider Service Specification promotes NHS Patient choice and aims for Acute Elective Surgeries to be delivered from a range of accredited providers. It identifies specialties which are to be delivered as clinically appropriate under sedation, local anaesthetic and general anaesthetic; and it allows for the associated pre and post-operative services necessary for Good Clinical Practice to be delivered as part of a seamless pathway of NHS Patient care.

Specialties to be provided, but which may be amended following consultation with Commissioners are:

- a. Ophthalmology including potential for community Age-related Macular Degeneration/Glaucoma
- b. Diagnostics procedures forming part of an agreed pathway
- c. Direct access to diagnostics procedures, where this has been specifically agreed by Commissioners

The services will include, where appropriate and subject to any pathway restrictions:

- d. **Pre-treatment and investigation** - Referral processes; triage / clinical assessment; diagnostic imaging, pathology and other diagnostic testing; consultation; pre- treatment assessment and / or work up.
- e. **Treatment, procedure or surgery** - e.g. outpatient / ambulatory / inpatient treatment; joint assessments.
- f. **Recovery** - e.g. therapeutic environment; therapy and service aids to recovery; self- care education aid to recovery.

- g. **Discharge** - e.g. expected physical, self-care, psychological capabilities prior to discharge.
- h. **Follow up** - e.g. specialist support post discharge, Referrals to other general or specialist services such as GP, community physiotherapy or community nurses, self-care requirements.

Providers must be able to offer the full patient pathway at specialty level for Acute Elective Surgery from the first outpatient to completion of treatment, with the exception of OT/physiotherapy, as contained in 3.3, below. However, Providers will also be required to accept Referrals where the NHS Patient has already undergone an assessment and been diagnosed for treatment.

Cancer 2 week pathway:

If a patient of the Provider is discovered to have, or suspected to have, cancer, an onward referral will be made by the Provider's surgeon or Healthcare Professional to the central cancer team at a provider Trust providing a Multi-Disciplinary Team for that particular cancer type. The method for making such onward referrals shall be as agreed with Commissioners, and may be subject to change in line with relevant guidance. The Provider will communicate with the patient's GP on the same day that the discovery or suspicion of cancer is made. The Provider shall inform the patient of such onward referral either whilst they remain as an inpatient at the Provider's facility, or at an urgent outpatient appointment.

Providers shall only be accredited via the AQP process to provide those services for which they have been qualified. Providers will be required to submit evidence of the clinical pathways used for each specialty they intend accepting Referrals for. Pathways will comply with current National Institute for Clinical Excellence (NICE), relevant Royal College guidance or pathways and CCG's own policies (e.g. as referenced by CCG Individual Funding Request policies). Providers shall be required to deliver such Elective Services at NHS National Prices Tariff, or where no National Tariff exists for an agreed procedure, then locally agreed tariffs shall apply.

Facilities from which patients are treated must be appropriately registered by the Care Quality Commission and meet all statutory requirements and be fit for purpose as required under the Care Standards Act 2000, and any other legislation that affects the nature of the accommodation for the type of services to be provided.

### **3.2 Population covered**

The five CCGs are commissioning these services on behalf of patients registered with a GP for which the CCG is responsible. As this AQP is supporting patient's Free Choice, no geographical exclusions shall be applied, and patients from outside of the geographical area of the CCGs may be included and an invoice directed to the appropriate CCG.

Demographical information for each of the CCGs is contained on their websites:

<http://www.bristol.gov.uk/page/council-and-democracy/census-2011#jump-link-4>

<http://www.southglos.gov.uk/search/?q=demographics>

[http://www.n-somerset.gov.uk/Environment/Planning\\_policy\\_and-research/researchandmonitoring/Pages/Research%20and%20monitoring.aspx#b](http://www.n-somerset.gov.uk/Environment/Planning_policy_and-research/researchandmonitoring/Pages/Research%20and%20monitoring.aspx#b)

<http://www.bathnes.gov.uk/services/your-council-and-democracy/local-research-and-statistics/census-2011-our-local-population>

<http://www.gloucestershire.gov.uk/inform/index.cfm?articleid=94726>

### **3.3 Any acceptance and exclusion criteria and thresholds**

The Provider shall reject any referred NHS Patient for the following reasons:

- i. The physical status of the Referred NHS Patient is not ASA1, ASA2, or ASA3 (stable) where the procedure is to be undertaken with general anaesthetic
- j. The NHS Patient has a Body Mass Index of more than forty (40)
- k. The NHS Patient is under the age of eighteen (18)

- l. Is a patient with a mental health condition which means they are unable to consent to treatment, are detained under the Mental Health Act or are experiencing an acute psychotic episode
- m. Patients being detained by Her Majesty's Prison Service, where security arrangements are deemed not to be appropriate.

Rejection of Referrals:

The Provider will reject a Referral where:

- n. The NHS Patient is an excluded NHS Patient.
- o. The procedure is contained within the CCG's current Interventions Not Normally Funded (INNF), List, except under the following circumstances:
  - i. where the patient meets criteria contained within the policy relating to Criteria Based Access;
  - ii. where the procedure requires prior approval (PA), and funding approval has been provided; or
  - iii. where an individual funding request (IFR) exists, and funding approval is in place.

INNF policies for the CCGs are as contained at 4.3, below, which may be subject to change from time to time.

Where The Provider rejects a Referral, for the reasons set out, the Provider shall within two (2) Business Days of becoming aware of the circumstances, refer the NHS Patient back to the relevant Referring Clinician (or NHS Patient's GP or GDP if different) giving details of the reasons for rejection and record such reasons in the NHS Patient's records.

Procedure Exclusion Group:

The following procedure groups are excluded from this Agreement:

- p. Clinically urgent procedures (NHS Patients that require surgery within 10 days for a clinical reason).
- q. Procedures related to the treatment of malignant diseases.
- r. Procedures related to transplant surgery.
- s. Procedures related to maternity services.
- t. Termination of pregnancy.
- u. Surgery indicated to be for cosmetic reasons.
- v. Any procedure that is likely to require critical care
- w. In vitro fertilisation treatment for a NHS Patient.
- x. Any procedures contained within the CCG's current Interventions Not Normally Funded (INNF), List.
- y. Procedures listed as specialised commissioning under NHSE

CCGs shall not be liable to make payment for any procedures conducted by Providers which fall within the above Procedure Exclusion Group. Furthermore, should the unsuitability of a patient not be identified by the Provider at triage stage, and an outpatient appointment takes place, Commissioners shall not be liable for payment of any costs associated with this appointment.

Unsuitability:

If the Provider determines in accordance with Good Clinical Practice that the activity for which the NHS Patient has been Referred is:

- z. not required in the opinion of the Healthcare Professional assessing the NHS Patient; or
- aa. not within the scope of the Services of The Provider under this Agreement

then the Provider shall refer the NHS Patient back to the Referring Clinician with an explanation of why the NHS Patient is not suitable for treatment by the Provider.

No restrictions will be applied on the grounds of age (excepting a minimum Referral age as contained within this specification), sex, ethnicity, gender or disability. It is expected that patients with protected characteristics (as defined by the Equality Act 2010), shall be treated in accordance with their needs by the Provider.

Post discharge physiotherapy assessment, treatment and rehabilitation shall be excluded from the scope of this agreement. NHS Patients requiring such treatment will be required to

be referred directly or through their GP to the locally commissioned providers of such services.

### **3.4 Interdependence with other services/providers**

There will be a general requirement for the Provider to establish relationships with organisations including, but not limited to, the participating CCGs, community healthcare providers, social services, acute trusts, emergency and non-emergency patient transport service providers and local GPs and General Dental Practitioners. This shall result in the Provider attending regular education events run by the CCGs, attending twice yearly meetings between Providers and the CCGs, and the linking of IM&T systems, eg. ICE. The Provider shall be required to work with other providers and accrediting bodies to provide medical training opportunities, as appropriate. Such relationships shall be formed with the objective of achieving seamless care for patients across the local health economy.

## **4. Applicable Service Standards**

### **4.1 Applicable national standards (eg NICE)**

The Provider shall provide the services in accordance with all applicable standards, recommendations and best practice relating to the provision of Acute Elective Surgery. Such guidance shall include, but not be limited to NICE Quality Standards and Guidelines: <http://www.nice.org.uk/guidance>

Provider's facilities shall be of a standard which is commensurate with the provision of such services, and shall hold the necessary Care Quality Commission registration.

### **4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)**

The Royal College(s) and professional bodies published guidelines for the associated healthcare professionals involved in the delivery of Elective Care Services, include, but are not limited to:

The Royal College of Surgeons [www.rcseng.ac.uk](http://www.rcseng.ac.uk)

The Royal College of Anaesthetists [www.rcoa.ac.uk](http://www.rcoa.ac.uk)

The Royal College of Obstetricians and Gynaecologists [www.rcog.org.uk](http://www.rcog.org.uk)

The Royal College of Nursing [www.rcn.org.uk](http://www.rcn.org.uk)

The Royal College of Radiologists [www.rcr.ac.uk](http://www.rcr.ac.uk)

The Chartered Society of Physiotherapy [www.csp.org.uk](http://www.csp.org.uk)

The Health Professions Council [www.hpc-uk.org](http://www.hpc-uk.org)

### **4.3 Applicable local standards**

Bristol, North Somerset and South Gloucestershire CCG's Interventions Not Normally Funded (INNF) policy:

<https://www.bristolccg.nhs.uk/library/individual-funding-requests/>

BNNSG policy relating to payment challenges to INNF:



2G1\_2\_NBT\_SLA201  
4\_Payment\_Challeng

Gloucestershire CCG's policy is below:

<http://www.gloucestershireccg.nhs.uk/about-us/funding-treatment/interventions-not-normally->

funded/

Bath and North East Somerset CCG's policy is below:

<http://www.banescCG.nhs.uk/news/individual-funding-requests>

Providers will adhere to the above policies, as may be amended, and should note that payments for interventions specifically excluded by the policy, or for which funding has not been secured in accordance with the policy, shall not be made.

## **5. Applicable quality requirements and CQUIN goals**

### **5.1 Applicable Quality Requirements (See Schedule 4 Parts [A-D])**

### **5.2 Applicable CQUIN goals (See Schedule 4 Part [E])**

National CQUINS shall be applied if applicable, additional local CQUINS shall be agreed annually.

## **6. Location of Provider Premises**

In order to improve NHS Patient's access to services, the Provider's premises are expected to be located geographically within the CCG's boundaries.

## **7. Individual Service User Placement**

Not Applicable



## **SCHEDULE 2 – THE SERVICES**

### **A1. Specialised Services – Derogations from National Service Specifications**

**Not Applicable**

## SCHEDULE 2 – THE SERVICES

### B. Indicative Activity Plan

No activity plan is issued. This contract will be a zero based contract, with no guarantee as to any volumes or payments in respect of volumes. All payments will be issued on a payments by results basis, and paid at National Tariff rates (or locally agreed tariffs where no national one exists), as issued by Monitor and NHS England.

**SCHEDULE 2 – THE SERVICES**

**C. Activity Planning Assumptions**

None
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**SCHEDULE 2 – THE SERVICES**

**D. Essential Services**

Not Applicable

**SCHEDULE 2 – THE SERVICES**

**E. Essential Services Continuity Plan**

Not Applicable

**SCHEDULE 2 – THE SERVICES**

**F. Clinical Networks**

Not Applicable

## SCHEDULE 2 – THE SERVICES

### G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Bristol, North Somerset and South Gloucestershire CCG's Interventions Not Normally Funded (INNF) policy	9 May 2014	<a href="https://www.bristolccg.nhs.uk/library/individual-funding-requests/">https://www.bristolccg.nhs.uk/library/individual-funding-requests/</a>
Bath and North East Somerset CCG's individual funding requests policy	N/A	<a href="http://www.banesccg.nhs.uk/news/individual-funding-requests">http://www.banesccg.nhs.uk/news/individual-funding-requests</a>
Bath and North East Somerset CCG's Safeguarding prompt cards	June 2012	<a href="#">Link to policy</a>
Bath and North East Somerset CCG's Safeguarding Adults board	N/A	<a href="#">Link to policy</a>
South Gloucestershire CCG Safeguarding	N/A	<a href="#">Link to policy</a>
Gloucestershire CCG INNF Policy	N/A	<a href="#">Link to policy</a>
Gloucestershire CCG Safeguarding Policy	N/A	<a href="#">Link to policy</a>

## **SCHEDULE 2 – THE SERVICES**

### **H. Transition Arrangements**

**Not Applicable**



## **SCHEDULE 2 – THE SERVICES**

### **I. Exit Arrangements**

**Not Applicable**

## SCHEDULE 2 – THE SERVICES

### J. Transfer of and Discharge from Care Protocols

The following information shall be provided by the Provider, under the requirements relating to information provided at transfer/discharge stated within Service Condition SC11:

- Diagnosis
- Investigations including diagnostic imaging and pathology test results
- Treatment and/or surgery plan
- Follow up care after surgery
- 14 days supply of medications
- Any patient advice or recommendations following surgery
- Any specific post-operative physiotherapy regime requested by the surgeon

This information will be sent to the referring GP (or other referrer) and to the Patient in line with SC11.

The care plan should be created in consultation with the patient as far as is practical and will include appropriate patient education to allow for informed choices.

If the Patient requires Referral to another service provider, the referring GP (or other referrer) will be notified within two working days and asked to refer the Patient to that service directly.

Discharge from the facility will be in agreement with the patient and / or carer and follow discharge planning protocols set out in the NHS Standard Contract.

In addition to those conditions contained within Service Conditions SC11, it is a requirement that Providers shall be required as part of their general requirement under clause 11.6 of SC11 to communicate to GPs the names of nursing and medical staff who can be contacted regarding post-discharge issues.

## SCHEDULE 2 – THE SERVICES

### K. Safeguarding Policies and Mental Capacity Act Policies

#### CCGs local policies



Weston

2L2\_BNSSG\_SLA2015 2L1\_NUB\_SLA2015\_S



Weston

#### South Gloucestershire CCG:

[https://www.southgloucestershireccg.nhs.uk/media/medialibrary/2015/03/safeguarding\\_children\\_adults\\_policy.pdf](https://www.southgloucestershireccg.nhs.uk/media/medialibrary/2015/03/safeguarding_children_adults_policy.pdf)

#### BaNES CCG:

[http://www.bathnes.gov.uk/sites/default/files/sitedocuments/Social-Care-and-Health/nhs\\_south\\_of\\_england\\_east\\_adult\\_safeguarding\\_prompt\\_cards.pdf](http://www.bathnes.gov.uk/sites/default/files/sitedocuments/Social-Care-and-Health/nhs_south_of_england_east_adult_safeguarding_prompt_cards.pdf)

<http://www.bathnes.gov.uk/services/adult-social-care-and-health/safeguarding-adults-risk-abuse/local-safeguarding-adults-board>

#### Gloucestershire CCG:

<http://www.gloucestershireccg.nhs.uk/wp-content/uploads/2012/12/AI-5-Safeguarding-Children-Policy-Final-version-June-2013.pdf>

#### Provider Policies



NMS Ltd Appendix - NMS Ltd Appendix -  
7C Policy for Safegua 7D Policy for Safegua

**SCHEDULE 2 – THE SERVICES**

**L. Provisions Applicable to Primary Care Services**

Not Applicable

## **SCHEDULE 3 – PAYMENT**

### **A. Local Prices**

**Not Applicable**

**SCHEDULE 3 – PAYMENT**

**B. Local Variations**

Not Applicable

**SCHEDULE 3 – PAYMENT**

**C. Local Modifications**

**Not Applicable**

## **SCHEDULE 3 – PAYMENT**

### **D. Marginal Rate Emergency Rule: Agreed Baseline Value**

**Not Applicable**



## **SCHEDULE 3 – PAYMENT**

### **E. Emergency Re-admissions Within 30 Days: Agreed Threshold**

**Not applicable**

## **SCHEDULE 3 – PAYMENT**

### **F. Expected Annual Contract Values**

No expectation regarding contract values. This contract will be a zero based contract, with no guarantee as to any volumes or payments in respect of volumes.

## **SCHEDULE 3 – PAYMENT**

### **G. Notices to Aggregate / Disaggregate Payments**

**Not Applicable**

**SCHEDULE 3 – PAYMENT**

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

<p style="text-align: center;">Not Applicable</p>
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## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<b>RTT waiting times for non-urgent consultant-led treatment</b>					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each excess breach above that threshold	Monthly	Services to which 18 Weeks applies
	<b>Diagnostic test waiting times</b>					
E.B.4	Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test	Operating standard of >99%	Review of monthly Service Quality Performance Report	Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Monthly	A CS CR D S
	<b>A&amp;E waits</b>					
E.B.5	Percentage of A & E attendances where the	Operating standard of	Review of monthly Service Quality Performance	Where the number of breaches in the month	Monthly	A+E U

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department	95%	Report	exceeds the tolerance permitted by the threshold, £120 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month		
	<b>Cancer waits - 2 week wait</b>					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<b>Cancer waits – 31 days</b>					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery	Operating standard of 94%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
	<b>Cancer waits – 62 days</b>					

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.14	Percentage of Service Users waiting no more than 62 days for first definitive treatment following a consultant's decision to upgrade the priority of the Service User (all cancers)	[Insert as per local determination]	Review of monthly Service Quality Performance Report	[Insert as per local determination]	Quarterly	A CR R
	<b>Category A ambulance calls</b>					
E.B.15.i	Percentage of Category A Red 1 ambulance calls resulting in an emergency	Operating standard of 75%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year	Monthly withholding, annual reconciliation	AM



Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	response arriving within 8 minutes			reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums returned (with no interest) if annual performance is met		
E.B.15.ii	Percentage of Category A Red 2 ambulance calls resulting in an emergency response arriving within 8 minutes	Operating standard of 75%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums returned (with no interest) if annual performance is met	Monthly withholding, annual reconciliation	AM
E.B.16	Percentage of Category A calls resulting in an ambulance arriving at the scene within 19 minutes	Operating standard of 95%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums returned (with no interest) if annual performance is met	Monthly withholding, annual reconciliation	AM
	<b>Mixed sex accommodation breaches</b>					
E.B.S.1	Sleeping Accommodation Breach	>0	Verification of the monthly data provided pursuant to	£250 per day per Service User affected	Monthly	A CR

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
			Schedule 6B in accordance with the Professional Letter			MH
	<b>Cancelled operations</b>					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice	Number of Service Users who are not offered another binding date within 28 days >0	Review of monthly Service Quality Performance Report	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR S
	<b>Mental health</b>					
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 monthly Service Quality Performance Reports	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	MH MHSS

## SCHEDULE 4 – QUALITY REQUIREMENTS

### B. National Quality Requirements

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.A.S.4	Zero tolerance MRSA	>0	Review of monthly Service Quality Performance Report	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile	0	Review of monthly Service Quality Performance Report	As set out in Schedule 4G, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	Review of monthly Service Quality Performance Report	£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 30 minutes	>0	Review of monthly Service Quality Performance Report	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E
E.B.S.7b	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes	>0	Review of monthly Service Quality Performance Report	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and A & E, ambulance crew	>0	Review of monthly Service Quality Performance Report	£20 per event where > 30 minutes in the relevant month	Monthly	AM

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	should be ready to accept new calls within 15 minutes and no longer than 30 minutes					
E.B.S.8b	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes	>0	Review of monthly Service Quality Performance Report	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	Trolley waits in A&E not longer than 12 hours	>0	Review of monthly Service Quality Performance Report	£1,000 per incidence in the relevant month	Monthly	A+E
E.B.S.6	No urgent operation should be cancelled for a second time	>0	Review of monthly Service Quality Performance Report	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance	95%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Monthly	A
	Publication of Formulary	Continuing failure to publish	Publication on Provider's website	Withholding of up to 1% of the Actual Monthly Value per month until publication	Monthly	A MH MHSS CR R

	<b>National Quality Requirement</b>	<b>Threshold (2015/16)</b>	<b>Method of Measurement (2015/16)</b>	<b>Consequence of breach</b>	<b>Timing of application of consequence</b>	<b>Applicable Service Category</b>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with SC35	Review of monthly Service Quality Performance Report	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 and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of monthly Service Quality Performance Report	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	A MH MHHS
	Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	95%	Review of monthly Service Quality Performance Report	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	A&E
	Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical	Operating standard of 90%	Review of monthly 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	Monthly	MH MHSS

	<b>National Quality Requirement</b>	<b>Threshold (2015/16)</b>	<b>Method of Measurement (2015/16)</b>	<b>Consequence of breach</b>	<b>Timing of application of consequence</b>	<b>Applicable Service Category</b>
	Guidance			above that threshold		
	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 monthly 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 MHSS

Note: Cells shaded grey in the above tables are not deemed to be applicable to this contract.

## SCHEDULE 4 – QUALITY REQUIREMENTS

### C. Local Quality Requirements

**BNSSG and Gloucestershire:**

1. Preventing people from dying prematurely				
Quality Requirement – Description	Threshold	Method of Measurement	Consequence of breach	Monthly , Quarterly or annual application of consequence
The provider should establish a Mortality Review Committee (or equivalent). The Medical Director will need to be assured on the monitoring arrangement on mortality, identifying and considering emerging trends and themes of reviews.		Actions are taken to embed learning, triangulated with other quality measures (e.g. complaints, adverse incidents and patient feedback) and findings are reported to public Board meetings.	None	Annual
All deaths of patients are reviewed using a screening template or equivalent to identify any evidence of sub-optimal care.		Where aspects of care are judged to be sub-optimal, a review should be conducted by a multi-disciplinary team.	None	Quarterly
2. Helping people recover from episodes of ill health or following injury				
Quality Requirement – Description	Threshold	Method of Measurement	Consequence of breach	Monthly , Quarterly or annual

				application of consequence
<b>3. Ensuring that people have a positive experience of care</b>				
<b>Quality Requirement – Description</b>	<b>Threshold</b>	<b>Method of Measurement</b>	<b>Consequence of breach</b>	<b>Monthly , Quarterly or annual application of consequence</b>
Provider has a clear strategy governing their approach to listening and responding to patients (including vulnerable groups of patients) to include: <ul style="list-style-type: none"> <li>• Effective ways of gathering real time information</li> <li>• Plans to reduce poor patient experience of impatient care</li> <li>• Improvements to Friends and Family Test patient experience score</li> <li>• Responding to feedback and provision of regular, meaningful reports to the Board.</li> </ul>		Evidence of using real time patient feedback information in board reports, including vulnerable groups of patients	None	Exception reporting only
Provider board listens to patient experience		Evidence of how patient forums feed into the provider board	None	Annual
Provider to respond to complaints in a timely way and endeavor to meet the timescale for response (as agreed with complainant)		Evidence of overall improved compliance in responding to individually agreed response times	None	Quarterly



Assurance that patients and carers are satisfied with the process and outcome of their complaint		Patient and carer complainant satisfaction survey  Referrals to PHSO	None	Providers Annual Quality Report
A recent national survey revealed that a third of hospital providers did not have a named consultant/clinician in place during a patient's hospital stay.  The CCG wishes to ensure every inpatient has a named consultant/clinician who during their stay retains clinical accountability for that patient.		Documented handover in cases where the responsible clinician is transferred  Evidence of the patient being under the care of the same responsible clinician where patients are readmitted for the same condition  Evidence of a mechanism by which patients are notified of the role of the responsible clinician (see p12 of guidance)	None	Annual
<b>5. Treating and caring for people in a safe environment and protecting them from avoidable harm</b>				
<b>Quality Requirement – Description</b>	<b>Threshold</b>	<b>Method of Measurement</b>	<b>Consequence of breach</b>	<b>Monthly , Quarterly or annual application of consequence</b>
Implementation of the 14 recommendations from NHS investigations into matters relating to Jimmy		Evidence and examples of fulfilling the 14	None	30 June 2015

Savile <a href="https://www.gov.uk/government/publications/jimmy-savile-nhs-investigations-lessons-learned">https://www.gov.uk/government/publications/jimmy-savile-nhs-investigations-lessons-learned</a>		recommendations relevant to NHS Trusts and provider organisations		31 December 2015
Evidence of provider learning from never events, particularly with regard to same events recurring over a period of time within the same service or provider to support prevention of any subsequent never events		Evidence of thematic review of never events with recurring theme, along with evidence of learning and actions implemented. This will be supplemented by a CCG assurance visit	Penalty may apply (in addition to individual never event penalty) where evidence of learning has not taken place and a repeat event has occurred	Ad hoc
Reduction in avoidable falls that result in severe harm. Evidence of provider learning from falls, particularly with regard to same events recurring over a period of time within the same ward or service		Evidence of a thematic review of falls with recurring theme, along with evidence of learning and actions implemented  Falls data to evidence the reduction	None	Annual
Prompt reporting of medication errors and evidence of learning from these incidents		Reduction in the number of moderate to severe harm incidents related to medication errors	None	Quarterly
Providers to embrace the opportunities that peer review can bring to quality improvement to service provision		Examples of providers taking up or offering peer review by/to other NHS organisations  Evidence of outcome of external peer review being reported to Board.	None	Ad hoc

## 6. Staff wellbeing

Quality Requirement – Description	Threshold	Method of Measurement	Consequence Of breach	Monthly , Quarterly or annual application of consequence
In-depth understanding of factors affecting staff satisfaction and how plans will ensure measureable improvements in staff experience in order to improve patient experience		Changes in Spire Staff Satisfaction survey 2014 to 2015  Results of staff Friends and Family Test	None	Annual
Promote health and wellbeing to staff. Examples of support available to staff could include: <ul style="list-style-type: none"> <li>• healthy weight programs</li> <li>• active travel schemes</li> <li>• smoking cessation schemes</li> <li>• mental wellbeing support</li> <li>• implementation of NICE guidance on promoting health workplaces</li> </ul>		Evidenced by provision of examples of support provided to staff	None	Annual
Provider to ensure they meet 90% compliance for safeguarding training levels 1, 2 and 3		Evidence of provider meeting 90% safeguarding training levels 1, 2 and 3	None	Quarterly
Provider to ensure they meet 90% safeguarding adult training for all relevant staff		Evidence of provider meeting 90% adult safeguarding training	None	Quarterly

<p>The Freedom to Speak Up review led by Sir Robert Francis QC, recognises that since reporting on the failings at Mid Staffordshire, much progress has been made in the NHS but there are still a number of issues that need to be addressed if we are to continue building a culture of improvement and learning</p>		<p>Evidence of implementation of 'Draw the line - a new managers toolkit for raising concerns' or an alternative</p> <p>Anonymised examples/case studies of staff raising whistleblowing concerns to protect patients from harm and ensuring dignity of care</p> <p>Review of NHS staff survey</p>	<p>None</p>	<p>Quarterly</p>
<b>7. Equality and Diversity</b>				
<b>Quality Requirement – Description</b>	<b>Threshold</b>	<b>Method of Measurement</b>	<b>Consequence Of breach</b>	<b>Monthly or annual application of consequence</b>
<p>Ensuring provider boards and leadership reflect the diversity of the local communities they serve</p>	<p>Meeting race equality standard</p>	<p>Annual audit of board/detail in annual quality account.</p>	<p>None</p>	<p>Annual</p>

## SCHEDULE 4 – QUALITY REQUIREMENTS

### D. Never Events

Never Event Breach	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	Applicability	Applicable Service Category
The occurrence of a Never Event as defined in the Never Events Policy Framework from time to time	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Policy Framework, recovery by the Responsible Commissioner of 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 healthcare premises and settings	All

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **E. Commissioning for Quality and Innovation (CQUIN)**

#### **CQUIN Table 1: CQUIN Schemes**

**This is not applicable for the 2015/16 contract as the contract, as there was no activity in 2015/16. CQUINs will however be included in the 2016/17 variation to ensure that the provider is suitably challenged.**

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **F. Local Incentive Scheme**

**Not Applicable**

## SCHEDULE 4 – QUALITY REQUIREMENTS

### G. Clostridium difficile

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

The financial adjustment (£) is the sum which is the greater of Y and Z, where:

$$Y = 0$$

$$Z = ((A - B) \times 10,000) \times C$$

where:

A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year

B = the Baseline Threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance: <http://www.england.nhs.uk/ourwork/patientsafety/associated-infections/clostridium-difficile/>)

C =  $\frac{\text{no. of inpatient bed days in respect of Service Users in the Contract Year}}{\text{no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year}}$

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

#### **Clostridium difficile adjustment: Other Providers (Acute Services only)**

The financial adjustment (£) is the sum equal to A x 10,000, where:

A = the actual number of cases of Clostridium difficile in respect of Service Users in the Contract Year.

The financial adjustment is calculated on the basis of annual performance. For the purposes of SC36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.



## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **H. CQUIN Variations**

**Not applicable**

## SCHEDULE 5 - GOVERNANCE

### A. Documents Relied On

#### Documents supplied by Provider

Date	Document
Not Applicable	

#### Documents supplied by Commissioners

Date	Document
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Date	Document
March 2015 NHSE contract framework	<a href="http://www.england.nhs.uk/nhs-standard-contract/15-16/">http://www.england.nhs.uk/nhs-standard-contract/15-16/</a>
March 2015 Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the Health and Social Care Act 2008 (Regulated Activities) Amendment) Regulations 2015)	<a href="http://www.legislation.gov.uk/ukdsi/2014/9780111117613">http://www.legislation.gov.uk/ukdsi/2014/9780111117613</a> <a href="http://www.legislation.gov.uk/uksi/2015/64/pdfs/uksi_20150064_en.pdf">http://www.legislation.gov.uk/uksi/2015/64/pdfs/uksi_20150064_en.pdf</a>
October 2014 NHS Five year forward view	<a href="http://www.england.nhs.uk/ourwork/futurenhs/">http://www.england.nhs.uk/ourwork/futurenhs/</a> <a href="http://www.england.nhs.uk/ourwork/forward-view">http://www.england.nhs.uk/ourwork/forward-view</a>

## SCHEDULE 5 - GOVERNANCE

### B1. Provider's Mandatory Material Sub-Contracts

<b>Mandatory Material Sub-Contractor</b> [Name] [Registered Office] [Company number]	<b>Service Description</b>	<b>Start date/expiry date</b>	<b>Processing data – Yes/No</b>
Not Applicable			

## SCHEDULE 5 - GOVERNANCE

### B2. Provider's Permitted Material Sub-Contracts

<b>Permitted Material Sub-Contractor [Name] [Registered Office] [Company number]</b>	<b>Service Description</b>	<b>Start date/expiry date</b>	<b>Processing data – Yes/No</b>
<b>Not Applicable</b>			

## SCHEDULE 5 - GOVERNANCE

### C. IPR

#### Commissioner IPR

**Commissioner**

**Document/Data/Process**

**Not Applicable**

#### Provider IPR

**Provider/Sub-Contractor**

**Document/Data/Process**

**Not Applicable**

# SCHEDULE 5 - GOVERNANCE

## D. Commissioner Roles and Responsibilities

Co-ordinating Commissioner	Role/Responsibility
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2014 15  
5D\_Commissioner\_re:

## SCHEDULE 5 - GOVERNANCE

### E. Partnership Agreements

To which the Provider is a party:

Date	Parties	Description
Not Applicable		

To which a Commissioner is a party:

Date	Parties	Description
Not Applicable		

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **A. Recorded Variations**

<b>Variation Number</b>	<b>Description of Variation</b>	<b>Date of Variation Proposal</b>	<b>Party proposing the Variation</b>	<b>Date of Variation Agreement</b>
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## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### B. Reporting Requirements (all Providers other than Small Providers)

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
<b>National Requirements Reported Centrally</b>					
1.	As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at <a href="https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*">https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*</a> 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	<b>All</b>
2.	Patient Reported Outcome Measures (PROMS)	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	<b>All</b>
<b>National Requirements Reported Locally</b>					
1.	Activity and Finance Report	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	<b>All</b>
2.	Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation:	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	<b>All</b>
	a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;				<b>All</b>
	b. details of all requirements satisfied;				<b>All</b>
	c. details of, and reasons for, any failure to meet requirements				<b>All</b>
	d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 ( <i>Venous Thromboembolism</i> )				<b>A</b>
	e. report on performance against the HCAI Reduction Plan				<b>A</b>
3.	CQUIN Performance Report and details of progress towards satisfying any Quality Incentive	[For local agreement]	[For local agreement]	[For local agreement]	<b>All</b>

	Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied				
4.	NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	[Monthly, or as agreed locally]	[For local agreement], according to published NHS Safety Thermometer reporting routes	[For local agreement], according to published NHS Safety Thermometer reporting routes	<b>All (not AM, Ph, D, 111, PT)</b>
5.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	<b>All</b>
6.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	<b>All</b>
7.	Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	<b>CR R</b>
8.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	<b>All</b>
9.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	<b>All</b>
10.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Initial Standard Specification <a href="http://www.isb.nhs.uk/documents/isb-1594/amd-31-2012/index_html#Information">http://www.isb.nhs.uk/documents/isb-1594/amd-31-2012/index_html#Information</a>	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	<b>A A+E U</b>
11.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2(Staff)	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	<b>All</b>
12.	Report on compliance with National Workforce	Annually	[For local agreement]	[For local agreement]	<b>All</b>

13.	Race Equality Standard Specific reports required by NHS England in relation to specialised services as set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a> (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	As set out at <a href="http://www.england.nhs.uk/nhs-standard-contract/ss-reporting">http://www.england.nhs.uk/nhs-standard-contract/ss-reporting</a>	<b>Specialised Services</b>
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**Local Requirements Reported Locally**

Not applicable

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### B Reporting Requirements (Small Providers only)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
<b>National Requirements Reported Centrally</b>				
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at <a href="https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*">https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R*</a> 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	<b>Small Providers</b>
<b>National Requirements Reported Locally</b>				
1. Activity and Finance Report	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]	<b>Small Providers</b>
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]	<b>Small Providers</b>
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, not less than annually]	[For local agreement]	[For local agreement]	<b>Small Providers</b>
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]	<b>Small Providers</b>
5. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	<b>Small Providers</b>
6. Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]	<b>Small Providers</b>
7. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	<b>Small Providers</b>

8. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (*Staff*)

6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)

[For local agreement]

[For local agreement]

**Small  
Providers**

**Local Requirements Reported Locally**

**Not applicable**

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **C. Data Quality Improvement Plan**

As no activity was carried out for 2015/16 no data was or has been sent through for the 2015/16 period. This will be revised for the 2016/17 variation to ensure that the correct data is collected in a timely suitable manner.

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### D. Incidents Requiring Reporting Procedure

#### Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Patient Safety Incidents (3) Other Patient Safety Incidents

Ensure compliance with the Serious Incident Framework (NHS England, March 2015) <http://www.england.nhs.uk/wp-content/uploads/2015/04/serious-incident-framework-upd.pdf>

A serious incident is an event in health care where the potential for learning is so great, or the consequences to patients, families and carers, staff or organisations are so significant, that they warrant using additional resources to mount a comprehensive response. Serious incidents can extend beyond incidents which affect patients directly and include incidents which may indirectly impact patient safety or an organisation's ability to deliver on-going healthcare.

Serious Incident Framework (March 2015), NHS England

This schedule has been updated to reflect the Serious Incident Framework (March 2015), NHS England and the National Patient Safety Agency Adherence to Lead Commissioner Serious Incident Investigation (SI) process.

This schedule covers the reporting and investigation processes for all clinical and non-clinical incidents including Serious Incidents Requiring Investigation (SIRI's), near misses and hazards and applies to incidents involving service users, patients, visitors or carers, the public, employees or business of the provider.

Guidance on the types of incidents that should be reported can be found in the National Patient Safety Agency document 'Information Resource to Support the Reporting of Serious Incidents' available from the National Patient Safety Agency website. This guidance is not exhaustive. Where further clarity is required, guidance should be sought from South, Central and West Commissioning Support Quality Team, the responsible CCG and NHS England local Area Team.

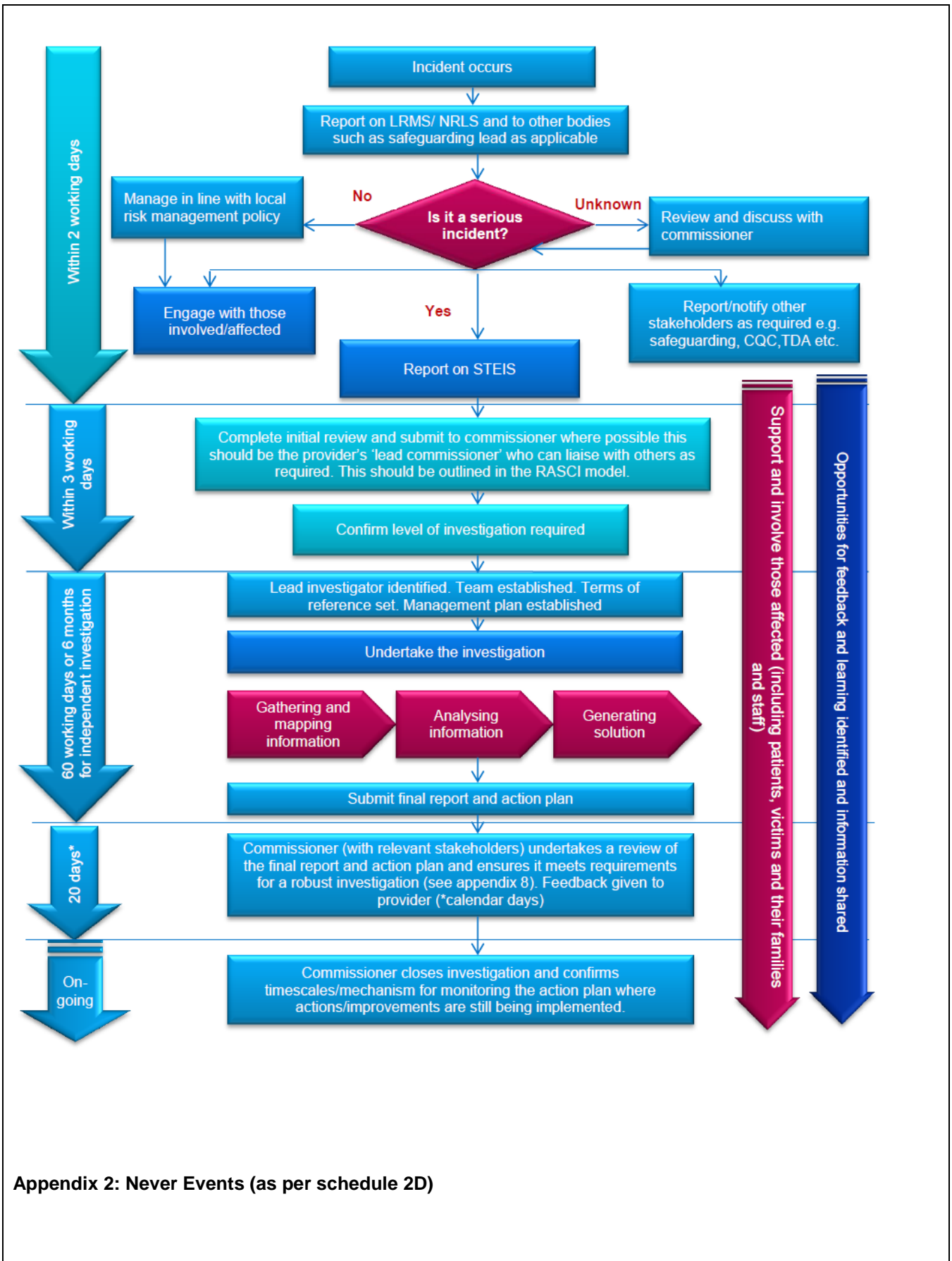
All identified serious incidents must be notified to the relevant bodies without delay and within two working days of the incident raised.

All providers to submit a 72 hour management report for all reported serious incidents.

All providers must record Never events as defined by the NPSA set out in the contract as a SI and inform South, Central and West Commissioning Support Quality Team who will inform the Lead CCG Commissioner that they have occurred.

There is no definitive list of events/incidents that constitute a serious incident and lists should not be created locally as this can lead to inconsistent or inappropriate management of incidents. Where lists are created there is a tendency to not appropriately investigate things that are not on the list even when they should be investigated, and equally a tendency to undertake full investigations of incidents where that may not be warranted simply because they seem to fit a description of an incident on a list.

**Appendix 1: Serious Incident Flow Chart**





## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **E. Service Development and Improvement Plan**

As no activity was carried out for 2015/16 it feels inappropriate to include a SDIP for the 2015/16 contract. This will be revised for the 2016/17 variation to ensure that the correct and appropriate service developments are put in place.

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### F. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey				All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)				All (not Small Providers)
Carer Survey				All

## SCHEDULE 7 – PENSIONS

Not used

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