NHS ENGLAND

-AND-

REED IN PARTNERSHIP LIMITED

FRAMEWORK AGREEMENT

RELATING TO THE

NHS TYPE 2 DIABETES PATH TO REMISSION PROGRAMME

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THIS FRAMEWORK AGREEMENT is made on …….

BETWEEN:

(1) **NHS ENGLAND** of Quarry House, Quarry Hill, Leeds LS2 7UE (the **Commissioner**); and

(2) **REED IN PARTNERSHIP LIMITED** (company number 00851645) of Academy Court, 94 Chancery Lane, London, WC2A 1DT (the **Provider**)

The Commissioner and the Provider are each a **Party** and together the **Parties**.

INTRODUCTION:

(A) The Commissioner previously procured pilot contracts for the provision of services relating to the NHS Low Calorie Diets (LCD) Programme in 2019.

(B) The Commissioner published two prior information notices for a further procurement process on the Find a Tender Service website (refs: 2022/S 000-014618 and 2022/S 000-026244.

(C) The Commissioner published a contract notice on the Find a Tender Service website (reference: 2022/S 000-033136) on 22 November 2022 and on Contracts Finder on 22 November 2022 in relation to a new framework arrangement for the provision of services relating to the NHS Low Calorie Diets Programme.

(D) In response to the invitation to tender, the Provider submitted a tender to the Commissioner.

(E) On the basis of the tender, the Commissioner selected the Provider to enter into this Framework Agreement along with a number of other suppliers appointed to the framework to provide the services.

(F) This Framework Agreement sets out the award and calling-off ordering procedure for providing the services, the terms and conditions for any call off agreement and the rights and obligations of the Commissioner and the Provider during and after the term of this Framework Agreement.

(G) Prior to the signature of the Framework Agreement, the Commissioner informed the Provider that the name of the programme was to change from the “NHS LCD Programme” to the “NHS Type 2 Diabetes Path to Remission Programme”.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 References to any statute or order shall include any statutory extension, modification or re-enactment, and any order, regulation, bye-law or other subordinate legislation.

1.2 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

1.3 References in this Framework Agreement to a “Schedule”, or to a “Clause” are to schedules and clauses of this Framework Agreement.

1.4 Reference to this Framework Agreement includes Schedule 1 (Definitions) and the Schedules.

1.5 References in this Framework Agreement to a day or to the calculation of time frames are references to a calendar day unless expressly specified as an Operational Day.

1.6 The headings are for convenience only and shall not affect the interpretation of this Framework Agreement.

1.7 Words denoting the singular shall include the plural and vice versa.

1.8 Where a term of this Framework Agreement provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

1.9 Where a document is required under this Framework Agreement, the Parties may agree in writing that this shall be in electronic format only.

1.10 Subject to Clauses 1.11 and 1.12, for the purposes of interpreting this Framework Agreement, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved in accordance with the following descending order of precedence:

1.10.1 the Clauses and Schedule 1 (Definitions);

1.10.2 Schedule 2 (Information Governance Provisions);

1.10.3 Schedule 3 (Specification);

1.10.4 Schedules 5 - 10 inclusive;

1.10.5 Schedule 4 (Tender Response Document).

1.11 If there is any conflict between the provisions of this Framework Agreement and provisions of any Contract, the provisions of this Framework Agreement shall prevail over those of the Contract save that:

1.11.1 any refinement to the Call-off Terms and Conditions permitted for the purposes of a Contract under Schedule 6 (Ordering Procedure) shall prevail over Schedule 7 (Call-off Terms and Conditions); and

1.11.2 subject to Clause 1.11.1, the Call-off Terms and Conditions shall prevail over Schedule 4 (Tender Response Document).

1.12 Where Schedule 4 (Tender Response Document) contains provisions which are more favourable to the Commissioner in relation to the rest of the Framework Agreement, such provisions of the Tender Response Document shall prevail. The Commissioner shall in its absolute and sole discretion determine whether any provision in the Tender Response Document is more favourable to it in relation to this Framework Agreement.

2. PROVIDER’S APPOINTMENT

2.1 The Commissioner appoints the Provider as a potential provider of the Services and the Provider shall be eligible to be considered for the award of Orders during the Term.

2.2 In consideration of the Commissioner agreeing to appoint the Provider to this Framework Agreement in accordance with Clause 2.1 and the mutual exchange of promises and obligations under this Framework Agreement, the Provider undertakes to provide the Services under Orders placed with the Provider.

2.3 The Provider shall comply fully with its obligations set out in this Framework Agreement, the Specification, the Tender Response Document, the Call-off Terms and Conditions and any other provisions of Contracts entered into under and in accordance with this Framework Agreement.

2.4 In complying with its obligations under this Framework Agreement, the Provider shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

2.5 The Provider shall bear the cost of complying with its obligations under this Framework Agreement.

2.6 The Provider agrees that the Call-Off Terms and Conditions shall apply to all supplies of the Services made by the Provider to the Commissioner pursuant to this Framework Agreement. The Provider agrees that it will not in its dealings with the Commissioner seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Contract.

3. COMMISSIONER COMMITMENTS

3.1 The Provider acknowledges that:

3.1.1 there is no obligation on the Commissioner to purchase any Services from the Provider during the Term;

3.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by the Commissioner in respect of the total volumes or value of the Services to be ordered by them pursuant to this Framework Agreement and the Provider acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation;

3.1.3 in entering this Framework Agreement, no form of exclusivity has been granted by the Commissioner; and

3.1.4 the Commissioner is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

4. ORDERING PROCEDURE

4.1 The Commissioner may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

5. REASONABLE ASSISTANCE

5.1 Upon the written request of the Commissioner, the Provider shall provide the Commissioner with any reasonable and proportionate information that it holds about the Services it supplies under this Framework Agreement including, without limitation, alongside other related services, to enable the Commissioner to complete any necessary due diligence before purchasing such Services, or any connected or replacement Services.

6. PROVIDER PERFORMANCE

6.1 The Provider shall perform all Contracts entered into under this Framework Agreement by the Commissioner in accordance with:

6.1.1 the requirements of this Framework Agreement; and

6.1.2 the provisions of the respective Contracts.

6.2 The Provider shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Provider shall identify and report to the Commissioner's Contract Manager as part of the review meetings referred to in Clause 8.3 on:

6.2.1 the emergence of new and evolving relevant technologies which could improve the Services;

6.2.2 new or potential improvements to the Services including in relation to the quality or responsiveness of the Services, the maximising of attendance of Service Users at the sessions run as part of the Services, procedures, and performance mechanisms in relation to the Services;

6.2.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties which might result in improvements in outcomes for Service Users; and

6.2.4 changes in ways of working that would enable the Services to be delivered at lower costs, improve the Provider's performance and/or achieve greater value for money, including benchmarking the Provider's performance of the Services against the performance of the Services by other Framework Providers (using comparative data provided by the Commissioner to the Provider, as appropriate) in relation to:

(a) the outcomes achieved by the Provider for Service Users under any Contracts;

(b) the Provider's retention rates for Service Users under any Contracts; and

(c) such other factors and trends as may be reasonably specified by the Commissioner.

6.3 The Commissioner may identify new or potential improvements to the Services at any time during the Term and may notify the Provider of such at the review meetings referred to in Clause 8.3.

6.4 Any potential changes highlighted as a result of the Provider's reporting in accordance with Clause 6.2 or the Commissioner's notification under Clause 6.3 shall be addressed by the Parties in accordance with Clause 18 (Change Management).

7. THE COMMISSIONER'S OBLIGATIONS

7.1 The Commissioner shall, as appropriate, provide copies of or give the Provider access to such of the Policies that are relevant to the Provider complying with its obligations under this Framework Agreement.

7.2 The Commissioner shall comply with the Commissioner's Obligations, if any.

7A GUARANTEE

7A.1 Where:

7A.1.1 prior to the Commissioner and the Provider entering into this Framework Agreement, the Commissioner indicated to the Provider that the Commissioner required a valid Guarantee and the Commissioner has not been provided with such a Guarantee; or

7A.1.2 following the Commissioner and the Provider entering into this Framework Agreement, the Commissioner requires a valid Guarantee,

then the Provider shall deliver to the Commissioner within a timescale determined by the Commissioner:

7A.1.3 an executed Guarantee from a Guarantor; and

7A.1.4 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

7A.2 In addition to any other consequence set out in this Framework Agreement, failure to deliver a Guarantee, and/or extract of the board of minutes and/or resolution that complies with this clause 7A to the Commissioner within the timescale determined by the Commissioner may result in the Provider not being awarded a Contract.

7A.3 The Commissioner may in its sole discretion at any time agree to waive compliance with the requirement in Clause 7A.1 by giving the Provider notice in writing.

7B BUSINESS CONTINUITY

7B.1 Throughout the Term, the Provider will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Provider confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

7B.1.1 the criticality of this Framework Agreement to the Commissioner; and

7B.1.2 the size and scope of the Provider's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

7B.2 The Provider shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Agreement to the Commissioner and the size and scope of the Provider's business operations. The Provider shall promptly provide to the Commissioner, at the Commissioner's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Provider tests its Business Continuity Plan in accordance with the requirements of this Clause 7B.2 and reasonable and proportionate information regarding the outcome of such tests. The Provider shall provide to the Commissioner a copy of any updated or revised Business Continuity Plan within fourteen (14) Operational Days of any material update or revision to the Business Continuity Plan.

7B.3 The Commissioner may suggest reasonable and proportionate amendments to the Provider regarding the Business Continuity Plan at any time. Where the Provider, acting reasonably, deems such suggestions made by the Commissioner to be relevant and appropriate, the Provider will incorporate into the Business Continuity Plan all such suggestions made by the Commissioner in respect of such Business Continuity Plan. Should the Provider not incorporate any suggestion made by the Commissioner into such Business Continuity Plan it will explain the reasons for not doing so to the Commissioner.

7B.4 Should a Business Continuity Event occur at any time, the Provider shall implement and comply with its Business Continuity Plan and provide regular written reports to the Commissioner on such implementation.

8. CONTRACT MANAGEMENT

8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Framework Agreement. The Provider confirms and agrees that it will be expected to work closely and cooperate fully with the Commissioner's Contract Manager.

8.2 The Contract Managers at the commencement of this Framework Agreement are:

8.2.1 for the Commissioner: [redacted] and

8.2.2 for the Provider: [redacted]

8.3 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a quarterly basis (or such other frequency as reasonably required by the Commissioner) to review the performance of the Provider under this Framework Agreement and to discuss matters arising generally under this Framework Agreement. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Framework Agreement. For the avoidance of doubt, such review meetings referred to in this Clause 8.3 shall be in addition to any review meetings set out in the Call-off Terms and Conditions.

8.4 On or before the 10th Operational Day of each calendar month, the Provider shall provide a written contract management report to the Commissioner regarding the provision of the Services and the operation of this Framework Agreement. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

8.4.1 details of the performance of the Provider under this Framework Agreement and any Contracts when assessed in accordance with the Quality Requirements, as relevant to the Framework Agreement and any Contracts, since the last such performance report, such details to include a month by month rolling analysis of:

(a) the volume of referrals to the Services received, the proportion of Service Users completing each milestone (as defined in Schedule 3A of the Call-off Terms and Conditions) for the Service under each Contract and the overall expected trajectory for referral volumes and Service Users completing each milestone for the Service (as defined in Schedule 3A of the Call-off Terms and Conditions) under each Contract;

(b) the outcomes achieved for Service Users (including retention rates for the Service) under each Contract; and

(c) the information set out at Clause 8.4.1(a) and 8.4.1(b) broken down by Protected Characteristics;

8.4.2 a report in relation to the Provider's obligations as to continuous improvement as referred to in Clause 6.2;

8.4.3 a status report in relation to the implementation of any current Remedial Proposals by either Party;

8.4.4 capacity plans, for each Contract under which the Provider is providing Services, in a format which the Commissioner will from time to time provide to the Provider;

8.4.5 waiting times information, for each Contract under which the Provider is providing Services, in a format which the Commissioner will from time to time provide to the Provider;

8.4.6 a report, relating to complaints received in respect of Services provided under any Contract in a format which the Commissioner will from time to time provide to the Provider;

8.4.7 any feedback from Service Uses on the Provider's delivery of Services; and

8.4.8 such other information as reasonably required by the Commissioner,

and the Provider confirms and agrees that the Commissioner may share data provided under this Clause 8.4 with third parties in order for those third parties to assist the Commissioner.

8.5 The Provider shall provide such management information as the Commissioner may request from time to time within seven (7) Operational Days of the date of the request. The Provider shall supply the management information to the Commissioner in such form as may be specified by the Commissioner and, where requested to do so, the Provider shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (**"Third Party Body"**). The Provider confirms and agrees that the Commissioner may itself provide the Third Party Body with management information relating to the Services ordered and any payments made under this Framework Agreement or any Contracts and any other information relevant to the operation of this Framework Agreement.

8.6 Upon receipt of management information supplied by the Provider to the Commissioner and/or the Third Party Body, or by the Commissioner to the Third Party Body, the Parties hereby consent to the Third Party Body and the Commissioner:

8.6.1 storing and analysing the management information and producing statistics; and

8.6.2 sharing the management information, or any statistics produced using the management information with any other Contracting Authority.

8.7 If the Third Party Body and/or the Commissioner shares the management information or any other information provided under Clause 8.5, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Framework Agreement and such management information is provided direct by the Commissioner to such Contracting Authority, be informed of the confidential nature of that information by the Commissioner and shall be requested by the Commissioner not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.8 The Commissioner may make changes to the type of management information which the Provider is required to supply and shall give the Provider at least one (1) month's written notice of any changes.

8.9 The Provider shall ensure that no Personal Data is disclosed to the Commissioner under this Clause 8 unless the Commissioner expressly requests this in writing in advance of the disclosure. If the Commissioner makes such a request it shall provide a written explanation of why the disclosure does not breach the Data Protection Legislation.

8.10 The Provider shall during and after the Term indemnify the Commissioner against all Losses incurred by, awarded against or agreed to be paid by the Commissioner (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from a breach of Clause 8.9 by the Provider.

9. PRICE AND PAYMENT

9.1 The Prices for all Contracts shall be set in accordance with the relevant Ordering Procedure. The Ceiling Prices will be fixed for the duration of the Term as set out in

Schedule 5 (Commercial Schedule). The payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions.

9.2 Where any payments are to be made under this Framework Agreement by either Party in addition to any payments to be made by the Commissioner under any Contracts, the details of such payments and the invoicing arrangements shall be agreed in writing between the Parties.

10. WARRANTIES

10.1 The Provider warrants and undertakes that:

10.1.1 it will comply with the terms of all Contracts entered into by the Commissioner under this Framework Agreement;

10.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework Agreement, the Services, any Contracts, any complaints and any disputes arising out of or in connection with this Framework Agreement at the frequency, in the timescales and in the format that the Commissioner may reasonably require from time to time;

10.1.3 all information included within the Provider's responses to any documents issued by the Commissioner as part of the procurement relating to the award of this Framework Agreement (to include, without limitation, as referred to in the Tender Response Document, the Specification and the Commercial Schedule) and all accompanying materials was accurate at the time it was provided and shall remain accurate;

10.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Agreement;

10.1.5 it has the right and authority to enter into this Framework Agreement and that it has the capability and capacity to fulfil its obligations under this Framework Agreement;

10.1.6 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Framework Agreement and the documents referred to in this Framework Agreement;

10.1.7 all necessary actions to authorise the execution of and performance of its obligations under this Framework Agreement have been taken before such execution;

10.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Provider;

10.1.9 there are no material agreements existing to which the Provider is a party which prevent the Provider from entering into or complying with this Framework Agreement;

10.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Framework Agreement;

10.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Agreement and has gathered all information necessary to perform its obligations under this Framework Agreement and all other obligations assumed by it;

10.1.12 it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Commissioner immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains; and

10.1.13 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Commissioner and shall provide to the Commissioner any reports or other information that the Commissioner may request as evidence of the Provider's compliance with this Clause 10.1.13 and/or as may be requested or otherwise required by the Commissioner in accordance with its anti-slavery Policy.

10.2 The Provider warrants that all information, data and other records and documents required by the Commissioner as set out in the Specification, the Tender Response Document and the Call-off Terms and Conditions shall be submitted to the Commissioner in the format and in accordance with any timescales set out in the Specification and the Tender Response Document and/or the Call-off Terms and Conditions (as appropriate).

10.3 The Provider warrants and undertakes to the Commissioner that it shall comply with any eProcurement Guidance as it may apply to the Provider and shall carry out all reasonable acts required of the Provider to enable the Commissioner to comply with such eProcurement Guidance.

10.4 The Provider warrants and undertakes to the Commissioner that, as at the Commencement Date, it has notified the Commissioner in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Provider shall:

10.4.1 notify the Commissioner in writing of such fact within five (5) Operational Days of its occurrence; and

10.4.2 promptly provide to the Commissioner:

(a) details of the steps which the Provider is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Commissioner may reasonably require.

10.5 The Provider further warrants and undertakes to the Commissioner that it will inform the Commissioner in writing immediately upon becoming aware that any of the warranties set out in this Clause 10 have been breached or there is a risk that any warranties may be breached.

10.6 Any warranties provided under this Framework Agreement are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

10.7 The Provider must immediately notify the Commissioner if there is any change to the information included within the Provider's responses to any documents issued by the Commissioner as part of the procurement relating to the award of this Framework Agreement. This includes, but is not limited to, any changes to the Provider's position that may result in the Provider failing to:

10.7.1 meet the Mandatory and Discretionary Criteria;

10.7.2 meet the Financial Standing Requirements; or

10.7.3 satisfy the Minimum Requirements under the Specification.

11. STATUTORY COMPLIANCE

11.1 The Provider shall comply with all Law and Guidance relevant to its obligations under this Framework Agreement and any Contracts.

11.2 Without limitation to Clause 11.1, the Provider shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Agreement and any Contracts including any CQC registration required in relation to the Services in accordance with the Health and Social Care Act 2008.

12. LIMITATION OF LIABILITY

12.1 Nothing in this Framework Agreement shall exclude or restrict the liability of either Party:

12.1.1 for death or personal injury resulting from its negligence;

12.1.2 for fraud or fraudulent misrepresentation;

12.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law; or

12.1.4 to make any payments agreed in accordance with Clause 9.

12.2 Subject to Clauses 12.1, 12.3 and 12.5, the total liability of each Party to the other under or in connection with this Framework Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one million GBP (£1,000,000). The Parties agree that this limitation of liability does not extend or apply in any way to any liability pursuant to a Contract. To avoid all doubt, the liability of each Party under or in connection with a Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be as set out in that Contract.

12.3 There shall be no right to claim Indirect Losses under or in connection with this Framework Agreement whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise.

12.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Framework Agreement.

12.5 The liability of the Provider and the Commissioner under any Contracts entered into pursuant to this Framework Agreement shall be as set out in the Call-off Terms and Conditions forming part of such Contracts. The Provider shall not agree or seek to agree with the Commissioner any cap or limitation of liability under or in connection with any proposed or existing Contract.

13. INSURANCE

13.1 Subject to Clauses 13.2 and 13.3, without prejudice to the Call-off Terms and Conditions and unless otherwise confirmed in writing by the Commissioner, as a minimum level of protection the Provider shall put in place and/or maintain in force at its own cost Indemnity Arrangements in respect of employer's liability, public liability and professional indemnity and clinical negligence in accordance with Good Industry Practice with the minimum cover per claim of five million pounds (£5,000,000).

13.2 The terms of any Indemnity Arrangements or the amount of cover shall not relieve the Provider of any liabilities under this Framework Agreement. It shall be the responsibility of the Provider to determine the amount of indemnity cover that will be adequate to enable it to satisfy its potential liabilities under this Framework Agreement. Accordingly, the Provider shall be liable to make good any deficiency if the proceeds of any indemnity cover are insufficient to cover the settlement of any claim.

13.3 The Provider warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) allow others to take action or fail to take any reasonable action, as a result of which any Indemnity Arrangements put in place in accordance with Clause 13.1 may be rendered wholly or partly void, voidable, unenforceable, or be suspended or impaired or which may otherwise render any sum paid out under those Indemnity Arrangements wholly or partly repayable.

13.4 Within five (5) Operational Days following written request from the Commissioner, the Provider must provide documentary evidence that Indemnity Arrangements required under Clause 13.1 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

13.5 If the proceeds of any Indemnity Arrangements are insufficient to cover the settlement of any claim relating to this Framework Agreement the Provider must make good any deficiency.

13.6 Upon the expiry or earlier termination of this Framework Agreement, the Provider shall ensure that any ongoing liability it has or may have arising out of this Framework Agreement shall continue to be the subject of appropriate Indemnity Arrangements for the period of twenty one (21) years from termination or expiry of this Framework Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

13.7 The Parties agree that the requirements in respect of Indemnity Arrangements set out in this Clause 13 do not extend or apply in any way to a Contract. To avoid all doubt, requirements in respect of indemnity arrangements under or in connection with a Contract are set out in that Contract.

14. TERM AND TERMINATION

14.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Framework Agreement or the general law, shall continue until the end of the Term.

14.2 The Commissioner shall be entitled to extend the Term on one or more occasions by giving the Provider written notice no less than three (3) months prior to the date on which this Framework Agreement would otherwise have expired, provided that the duration of this Framework Agreement shall be no longer than three (3) years in total.

14.3 The Commissioner shall have the right to terminate this Framework Agreement any time after the Commencement Date by giving at least three (3) months' written notice to the Provider.

14.4 In the case of a breach of any of the terms of this Framework Agreement by either Party that is capable of remedy, the non-breaching Party shall, without prejudice to its other rights and remedies under this Framework Agreement, issue notice of the breach and allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach (**"Remedial Proposal"**) before exercising any right to terminate this Framework Agreement in accordance with Clause 14.5.1(b). Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or

delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

14.4.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Operational Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

14.4.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

14.4.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 14.5.1(b), a material breach of this Framework Agreement by the Party in breach which has not been remedied in accordance with an agreed Remedial Proposal.

14.5 Either Party may terminate this Framework Agreement forthwith by notice in writing to the other Party if such other Party:

14.5.1 commits a material breach of any of the terms of this Framework Agreement which is:

(a) not capable of remedy; or

(b) in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal; or

14.5.2 has been served with at least two (2) previous notices of breach as a result of any material breaches which are capable of remedy within any twelve (12) month rolling period whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal. The twelve (12) months rolling period is the twelve (12) months immediately preceding the date of the third breach.

14.6 The Commissioner may terminate this Framework Agreement forthwith by notice in writing to the Provider if:

14.6.1 an Insolvency Event affecting the Provider occurs;

14.6.2 the Provider undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Commissioner and the Commissioner shall be entitled to withhold such consent if, in the reasonable opinion of the Commissioner, the proposed change of control will have a material impact on the performance of this Framework Agreement or the reputation of the Commissioner;

14.6.3 the Provider purports to assign, sub-contract, novate, create a trust in or otherwise transfer or dispose of this Framework Agreement in breach of Clause 26.1;

14.6.4 pursuant to and in accordance with Clauses 14.7, 17.9.1, 20.8, 22.2, 22.4 and 27.2; or

14.6.5 the warranty given by the Provider pursuant to Clause 10.4 is materially untrue, the Provider commits a material breach of its obligation to notify the Commissioner of any Occasion of Tax Non-Compliance as required by Clause 10.4, or the Provider fails to provide details of proposed mitigating factors as required by Clause 10.4 that in the reasonable opinion of the Commissioner are acceptable;

14.6.6 pursuant to paragraph 2.2 of Schedule 6;

14.6.7 the Provider fails to accept an Order pursuant to paragraph 5.2 of Schedule 6;

14.6.8 the Commissioner terminates a Contract for the Provider's breach of that Contract;

14.6.8A if the Provider has not procured a Guarantee and/or extract of the board minutes and/or resolution that complies with Clause 7A.1 in the timescale indicated by the Commissioner pursuant to Clause 7A.1;

14.6.9 if the Provider has procured a Guarantee pursuant to Clause 7A.1 and:

(a) the Guarantor withdraws the Guarantee for any reason whatsoever;

(b) the Guarantor is in breach or anticipatory breach of the Guarantee;

(c) an Insolvency Event occurs in respect of the Guarantor; or

(d) the Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Commissioner;

14.6.10 the Provider fails to provide the documentation required by Clause 7A.1 by the date so specified by the Commissioner in accordance with Clause 7A.1;

14.6.11 the Framework Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

14.6.12 the Commissioner has become aware that the Provider should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Framework Agreement;

14.6.13 not used;

14.6.14 there has been a failure by the Provider and/or one of its Sub-Contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Provider's Sub-Contractors, the Commissioner may request the replacement of such Sub-Contractor and the Provider shall comply with such request as an alternative to the Commissioner terminating this Framework Agreement under this Clause 14.6.14; or

14.6.15 the Provider has been issued with any enforcement or penalty notice under the Data Protection Legislation or member of staff is found guilty or admits guilt in respect of an offence under the Data Protection Legislation, in relation to any matter connected with this Framework Agreement or the Services.

14.7 If the Commissioner, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Provider and/or any Guarantor and/or any Material Sub-Contractor of the Provider when compared to any information provided to and/or assessed by the Commissioner as part of any procurement process or other due diligence leading to the award of this Framework Agreement to the Provider or the entering into a Material Sub-Contract by the Provider, the following process shall apply:

14.7.1 the Commissioner may (but shall not be obliged to) give notice to the Provider requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Framework Agreement on such reasonable and proportionate terms as the Commissioner may require within a reasonable time period as specified in such notice;

14.7.2 a failure or refusal by the Provider to provide the financial or other security and/or assurances requested in accordance with this Clause 14.7 in accordance with any reasonable timescales specified in any such notice issued by the Commissioner shall be deemed a breach of this Framework Agreement by the Provider and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

14.7.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 19.3) shall entitle, but shall not compel, the Commissioner to terminate this Framework Agreement in accordance with Clause 14.5.1(a).

14.8 In order that the Commissioner may act reasonably in exercising its discretion in accordance with Clause 14.7, the Provider shall provide the Commissioner with such reasonable and proportionate up-to-date financial or other information relating to the Provider or any relevant third party entity upon request.

14.9 If the Commissioner novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Commissioner to terminate this Framework Agreement in accordance with Clause 14.6.1 to Clause 14.6.3 shall be deemed mutual termination rights and the Provider may terminate this Framework Agreement forthwith by notice in writing to the entity assuming the position of the Commissioner if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Commissioner.

15. CONSEQUENCES OF EXPIRY OR EARLIER TERMINATION OF THIS FRAMEWORK AGREEMENT

15.1 Upon expiry or earlier termination of this Framework Agreement, the Commissioner and the Provider agree that all Contracts entered into under this Framework Agreement will continue in full force and effect unless otherwise terminated under the terms and conditions of such Contracts.

15.2 The Provider shall cooperate fully with the Commissioner or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Framework Agreement. This cooperation shall extend to providing access to all information relevant to the operation of this Framework Agreement, as reasonably required by the Commissioner to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements. Any Personal Data Processed by the Provider on behalf of the Commissioner shall be returned to the Commissioner or destroyed in accordance with the relevant provisions of the Schedule 2 (Information Governance Provisions).

15.3 The expiry or earlier termination of this Framework Agreement for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

15.4 The expiry or earlier termination of this Framework Agreement shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

16. SUSPENSION OF PROVIDER'S APPOINTMENT

16.1 Without prejudice to the Commissioner's rights to terminate this Framework Agreement, if:

16.1.1 a right for the Commissioner to terminate this Framework Agreement arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 14; and/or

16.1.2 the Commissioner exercises its rights under any Contract between the Commissioner and the Provider to:

(a) terminate in full or in part the provision of any Services due to the provider's breach of that Contract; or

(b) suspend all or any Services provided pursuant to that Contract in accordance with any relevant provision of the Contract,

the Commissioner may at its sole discretion elect to suspend the Provider's appointment to participate in the Ordering Procedure and/or receive new Orders under this Framework Agreement by giving notice in writing to the Provider.

16.2 If the Commissioner provides notice to the Provider in accordance with Clause 16.1, the Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Provider by the Commissioner in writing from time to time provided that such suspension shall be lifted where:

16.2.1 the circumstances leading to the Commissioner's right to terminate this Framework Agreement have been remedied;

16.2.2 the Commissioner has satisfied itself that the risk and/or impact of the circumstances giving rise to the Commissioner's right to terminate this Framework Agreement no longer requires such suspension; or

16.2.3 the Commissioner exercises its rights to terminate this Framework Agreement in accordance with Clause 14;

16.2.4 the Commissioner notifies the Provider in writing requiring the Provider to restore the provision of the suspended Service(s) referred to in Clause 16.1.2 in accordance with any relevant provision of the relevant Contract; or

16.2.5 the Commissioner has satisfied itself that the risk and/or impact of the circumstances that led to the Commissioner terminating in full or part the provision of any Services of a Contract due to the Provider's breach of that Contract no longer requires such suspension.

16.3 The Parties acknowledge that suspension shall not affect the Provider's obligation to perform any Contracts entered into prior to the suspension notice.

16.4 For the avoidance of doubt, no period of suspension under this Clause 16 shall result in an extension of the Term.

17. **INTELLECTUAL PROPERTY**

17.1 Except as set out expressly in this Framework Agreement no Party will acquire the IPR of any other Party.

17.2 The Provider grants the Commissioner a fully paid-up non-exclusive licence to use Provider IPR for the purposes of the exercise of its functions and obtaining the full benefit of the Services under this Framework Agreement, which will include the dissemination of best practice to commissioners and providers of health and social care services.

17.3 The Commissioner grants the Provider a fully paid-up non-exclusive licence to use Commissioner IPR under this Framework Agreement for the sole purpose of providing the Services.

17.4 In the event that the Provider or the Commissioner at any time devise, discover or acquire rights in any Improvement it or they must promptly notify the owner of the IPR to which that Improvement relates giving full details of the Improvement and whatever information and explanations as that Party may reasonably require to be able to use the Improvement effectively and must assign to that Party all rights and title in any such Improvement without charge.

17.4A Any IPR created by the Commissioner in the exercise of its licence rights under this Framework Agreement will be owned by the Commissioner

17.5 The Provider must disclose all documents and information concerning the development of Best Practice IPR to the Commissioner at review meetings and must grant the Commissioner a fully paid-up, non-exclusive perpetual licence to use Best Practice IPR for the purpose of the exercise of its functions together with the right to grant sub-licences to Public Health England and any Participating Commissioner for the purpose of the exercise of their respective functions.

17.6 The Provider shall ensure and procure that the availability, provision and use of the Services and the performance of the Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

17.7 The Provider shall during and after the Term indemnify the Commissioner against all Losses incurred by, awarded against or agreed to be paid by the Commissioner (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

17.8 If an IPR Claim is made, or the Provider anticipates that an IPR Claim might be made, the Provider may, at its own expense and sole option, either:

17.8.1 procure for the Commissioner the right to continue using the relevant IPR which is subject to the IPR Claim; or

17.8.2 replace or modify the relevant deliverable with non-infringing substitutes provided that:

(a) the performance and functionality of the replaced or modified deliverable is at least equivalent to the performance and functionality of the original deliverable; and

(b) there is no additional cost to the Commissioner.

17.9 If the Provider elects to procure a licence in accordance with Clause 17.8.1 or to modify or replace a deliverable pursuant to Clause 17.8.2, but this has not avoided or resolved the IPR Claim, then:

17.9.1 the Commissioner may terminate this Framework Agreement by written notice with immediate effect; and

17.9.2 without prejudice to the indemnity set out in Clause 17.7, the Provider shall be liable for all reasonable and unavoidable costs of the substitute deliverables and/or services including the additional costs of procuring, implementing and maintaining the substitute deliverables.

17.10 Subject to Clauses 17.2, 17.3 and 17.5 neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

17.11 The Provider must comply with the applicable Branding Guidance (or such other requirements or guidance as to branding as notified to the Provider by the Commissioner from time to time) in complying with its obligations under this Framework Agreement and in delivering the Services under any Contract in accordance with the Call-off Terms and Conditions.

18. CHANGE MANAGEMENT

18.1 The Provider acknowledges to the Commissioner that the requirements for the Services may change during the Term and, subject to any provisions of the Specification that enable the Commissioner to unilaterally amend the Specification, the Provider shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and the Tender Response Document, as may be requested by the Commissioner from time to time in accordance with this Clause 18.

18.2 Subject to any provisions of the Specification that enable the Commissioner to unilaterally amend the Specification, any change to the Services or other variation to this Framework Agreement shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

18.3 Subject to this Clause 18, the Commissioner may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Provider, request a variation to this Framework Agreement at any time. Such a change once implemented is hereinafter called a **"Variation"**.

18.4 The Commissioner may request a Variation by completing and sending the Variation Form as set out in Schedule 8 (Variation Form) to the Provider giving sufficient information for the Provider to assess the extent of the proposed Variation and any additional cost that may be incurred.

18.5 The Provider shall respond to the Commissioner's request pursuant to Clause 18.4 within the time limits specified by the Commissioner and, where the Provider considers that additional costs may be incurred as a result of the proposed Variation, the Provider will provide detailed written evidence of such additional costs to the Commissioner. The Commissioner may require the Provider to meet and discuss any additional costs that may result from the Variation and/or request further evidence as required. The time limits specified by the Commissioner shall be reasonable and ultimately at the discretion of the Commissioner having regard to the nature of the proposed Variation.

18.6 In the event that the Provider is unable to agree to or provide the Variation the Commissioner may:

18.6.1 agree to continue to perform its obligations under this Framework Agreement without the Variation; or

18.6.2 terminate this Framework Agreement with immediate effect.

18.7 The Provider shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Prices as the result of a Change in Law.

18.8 Any change to Schedule 2 (Information Governance Provisions) shall be made in accordance with the relevant provisions of Schedule 2 (Information Governance Provisions).

19. DISPUTE RESOLUTION

19.1 During any dispute, including a dispute as to the validity of this Framework Agreement, it is agreed that the Provider shall continue its performance of the provisions of the Framework Agreement (unless the Commissioner requests in writing that the Provider does not do so).

19.2 In the case of a dispute arising out of or in connection with this Framework Agreement the Provider and the Commissioner shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure set out in Clause 19.3 before commencing court proceedings.

19.3 If any dispute arises out of the Framework Agreement either Party may serve a notice on the other Party to commence formal resolution of the dispute. Level 1 of the management levels of the dispute as set out in Clause 19.4 will commence on the date of service of the dispute notice. Respective representatives, as set out in Clause 19.4, shall have five (5) Operational Days at each level to resolve the dispute before escalating the matter to the next level as appropriate.

19.4 The management levels at which a dispute will be dealt with are as follows:

Level	Commissioner representative	Provider representative
1	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

19.5 If the procedure set out in Clause 19.3 above fails to resolve such dispute, the Parties will attempt to settle it by mediation with the Centre for Effective Dispute Resolution (**"CEDR"**); using the model procedures of CEDR.

19.6 To initiate mediation a Party shall:

19.6.1 give notice in writing (**"Mediation Notice"**) to the other Party requesting mediation of the dispute; and

19.6.2 send a copy of the Mediation Notice to CEDR asking them to nominate a mediator if the Parties are not able to agree such appointment by negotiation.

19.7 Neither Party may issue a Mediation Notice until the process set out in Clause 19.3 has been exhausted.

19.8 The mediation shall commence within twenty eight (28) days of the Mediation Notice being served. Neither Party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Commissioner and the Provider will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall

require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

19.9 Nothing in this Framework Agreement shall prevent:

19.9.1 the Commissioner taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or

19.9.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the CEDR procedure.

19.10 This Clause 19 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.

20. FORCE MAJEURE

20.1 Subject to Clause 20.2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Framework Agreement nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

20.2 The Provider shall only be entitled to rely on a Force Majeure Event and the relief set out in this Clause 20 and will not be considered to be in default or liable for breach of any obligations under this Framework Agreement if:

20.2.1 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Provider; and

20.2.2 the Provider has complied with the procedural requirements set out in this Clause 20.

20.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Framework Agreement and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

20.4 Where the Force Majeure Event affects the Provider's ability to perform part of its obligations under the Framework Agreement the Provider shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

20.5 If either Party is prevented or delayed in the performance of its obligations under this Framework Agreement by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

20.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

20.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

20.8 If the Provider is prevented from performance of its obligations as a result of a Force Majeure Event, the Commissioner may at any time if the Force Majeure Event subsists for thirty (30) days or more, terminate this Framework Agreement on service of written notice on the Provider.

20.9 Following such termination in accordance with Clause 20.8 and subject to Clause 20.10, neither Party shall have any liability to the other.

20.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 20.8 shall continue in full force and effect unless otherwise specified in this Framework Agreement.

20.11 The Parties acknowledge and agree that nothing in this Clause 20 affects the operation of a Contract and that the provisions of the relevant Contract will apply if a Party fails to perform its obligations under that Contract.

21. RECORDS RETENTION AND RIGHT OF AUDIT

21.1 Subject to any statutory requirement and Clause 21.2, the Provider shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Framework Agreement.

21.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Framework Agreement.

21.3 The Commissioner shall have the right to audit the Provider's compliance with this Framework Agreement. The Provider shall permit or procure permission for the Commissioner or its authorised representative during normal business hours having given advance written notice of no less than five (5) Operational Days, access to any premises and facilities, books and records reasonably required to audit the Provider's compliance with its obligations under this Framework Agreement.

21.4 Should the Provider sub-contract any of its obligations under this Framework Agreement, the Commissioner shall have the right to audit and inspect such third party. The Provider shall procure permission for the Commissioner or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Operational Days, access to any premises and facilities, books and records used in the performance of the Provider's obligations under this Framework Agreement that are sub-contracted to such third party. The Provider shall cooperate with such audit and inspection and accompany the Commissioner or its authorised representative if requested.

21.5 The Provider shall grant to the Commissioner or its authorised representative, such access to those records as they may reasonably require in order to check the Provider's compliance with this Framework Agreement for the purposes of:

21.5.1 the examination and certification of the Commissioner's accounts; or

21.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Commissioner has used its resources.

21.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Provider and may require the Provider to provide such oral and/or written

explanations as they consider necessary. Clause 21 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

21.7 The Provider shall provide reasonable cooperation to the Commissioner, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Framework Agreement.

21.8 The Provider shall provide all reasonable information as may be reasonably requested by the Commissioner to evidence the Provider's compliance with the requirements of this Framework Agreement.

22. CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD

22.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Commissioner under the provisions of this Framework Agreement. The Provider will disclose to the Commissioner full particulars of any such conflict of interest which may arise.

22.2 The Commissioner reserves the right to terminate this Framework Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Commissioner under the provisions of this Framework Agreement. The actions of the Commissioner pursuant to this Clause 22.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Commissioner.

22.3 The Provider shall take all reasonable steps to prevent Fraud by Staff and the Provider (including its owners, members and directors). The Provider shall notify the Commissioner immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

22.4 If the Provider or its Staff commits Fraud the Commissioner may terminate this Framework Agreement and recover from the Provider the amount of any Losses suffered by the Commissioner resulting from the termination.

23. EQUALITY AND HUMAN RIGHTS

23.1 The Provider shall:

23.1.1 ensure that it does not, whether as employer or as a provider of Services, engage in any act or omission that would contravene the Equality Legislation or cause the Commissioner to contravene the Equality Legislation;

23.1.2 comply with the obligations placed on the Commissioner by section 13G of the NHS Act 2006 (due regard to the need to reduce health inequalities) as if those obligations applied directly to the Provider;

23.1.3 if section 149 of the Equality Act 2010, the Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017 and/or the Human Rights Act 1998 do not apply to the Provider, the Provider shall comply with the obligations placed on the Commissioner by that legislation as if those obligations applied directly to the Provider;

23.1.4 without prejudice to the generality of Clause 23.1.1 take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

23.1.5 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Commissioner in light of the Commissioner's obligations to comply with the Equality Legislation;

23.1.6 take such reasonable and proportionate steps as the Commissioner considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age, equality of access to health services and equality of health outcomes; and

23.1.7 impose on all its Sub-Contractors obligations substantially similar to those imposed on the Provider by this Clause 23.

23.2 The Provider shall promptly meet reasonable requests by the Commissioner for information evidencing the Provider's compliance with the provisions of this Clause 23.

24. PUBLICITY AND BRANDING

24.1 The Provider shall not:

24.1.1 make any press announcements or publicise this Framework Agreement in any way; or

24.1.2 use the Commissioner's name or brand in any promotion or marketing or announcement of Orders,

without the prior written consent of the Commissioner (such consent not to be unreasonably withheld or delayed).

24.2 The Provider must not conduct any marketing of the Services until they have been awarded a Contract under the Framework Agreement, in which case such marketing must be in accordance with the terms of the relevant Contract.

24.3 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

24.4 The Commissioner shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Commissioner, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

25. NOTICE

25.1 Any notice required to be given by either Party under this Framework Agreement shall be in writing quoting the date of the Framework Agreement and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in Clause 25.2 or such other person as one Party may inform the other Party in writing from time to time.

25.2 Notices served under this Framework Agreement are to be delivered to:

25.2.1 for the Commissioner: [redacted]

[redacted]

25.2.2 for the Provider: [redacted]

25.3 A notice shall be treated as having been received:

25.3.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or

25.3.2 if sent by first class recorded delivery mail on a normal Operational Day, at 9.00 am on the second Operational Day subsequent to the day of posting, or, if the notice was not posted on an Operational Day, at 9.00 am on the third Operational Day subsequent to the day of posting; or

25.3.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours, provided it is sent in legible form and if, following transmission, the sender does not receive a non-delivery message.

26. ASSIGNMENT, NOVATION AND SUB-CONTRACTING

26.1 The Provider shall not assign, sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement without the prior written consent of the Commissioner.

26.2 For the purposes of any Contract entered into under this Framework Agreement, the Commissioner has consented to the engagement of the Material Sub-Contractors listed in Schedule 10 (Material Sub-Contractors).

26.2A Subject to clause 26.1, the Provider may assign, sub-contract or novate this Framework Agreement to a member of its Group, provided always that such Group member shall have been assessed by the Commissioner and passed to the satisfaction of the Commissioner all grounds for exclusion and shortlisting criteria to be awarded onto this Framework Agreement.

26.2B Any authority given by the Commissioner for the Provider to sub-contract any of its obligations under this Framework Agreement shall not impose any duty on the Commissioner to enquire as to the competency of any authorised Sub-Contractor. The Provider shall ensure that any authorised Sub-Contractor has the appropriate

capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-Contractor are fully in accordance with this Framework Agreement.

26.3 The Provider agrees that the provisions of any Contract will apply to any sub-contracting of rights or obligations pursuant to that Contract. In relation to this Framework Agreement, the Provider shall ensure that any Sub-Contracts contain a provision:

26.3.1 enabling the Provider to discharge its obligations under this Framework Agreement;

26.3.2 imposing on the Sub-Contractor obligations that are no less onerous than the obligations imposed on the Provider by Schedule 2 (Information Governance Provisions); and

26.3.3 providing a right for the Commissioner to publish the Provider's compliance with its obligation to pay undisputed invoices within the specified payment period.

26.4 The Commissioner shall upon written request have the right to review any Sub-Contract entered into by the Provider in respect of the provision of the Services and the Provider shall provide a certified copy of any Sub-Contract within five (5) Operational Days of the date of a written request from the Commissioner.

26.5 The Commissioner may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement and the Provider warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Commissioner novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Commissioner shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed by the Provider.

26.6 Where the Commissioner considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-Contractor, then:

26.6.1 if the Commissioner finds there are compulsory grounds for exclusion, the Provider shall ensure, or shall procure, that such Sub-Contractor is replaced or not appointed; or

26.6.2 if the Commissioner finds there are non-compulsory grounds for exclusion, the Commissioner may require the Provider to ensure, or to procure, that such Sub-Contractor is replaced or not appointed and the Provider shall comply with such a requirement. The Commissioner shall upon written request have the right to review any Sub-Contract entered into by the Provider in respect of the provision of the Services and the Provider shall provide a certified copy of any Sub-Contract within five (5) Business Days of the date of a written request from the Commissioner. For the avoidance of doubt, the Provider shall have the right to redact any confidential pricing information in relation to such copies of the Sub-Contract.

27. PROHIBITED ACTS

27.1 The Provider warrants and represents that:

27.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following (**"Prohibited Acts"**):

(a) offered, given or agreed to give any officer or employee of the Commissioner any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Commissioner or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Commissioner; or

(b) in connection with this Framework Agreement paid or agreed 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 writing to the Commissioner; and

27.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

27.2 If the Provider or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Provider in relation to this or any other agreement with the Commissioner, the Commissioner shall be entitled:

27.2.1 to terminate this Framework Agreement and recover from the Provider the amount of any loss resulting from the termination;

27.2.2 to recover from the Provider the amount or value of any gift, consideration or commission concerned; and

27.2.3 to recover from the Provider any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010.

27.3 Any termination under Clause 27.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Commissioner; and notwithstanding Clause 19, any dispute relating to:

27.3.1 the interpretation of Clause 27; or

27.3.2 the amount or value of any gift, consideration or commission,

shall be determined by the Commissioner, acting reasonably, and the decision shall be final and conclusive.

28. GENERAL

28.1 Each of the Parties is independent of the other and nothing contained in this Framework Agreement shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Agreement.

28.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Agreement shall not of itself constitute a waiver of such option or right.

28.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Framework Agreement or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

28.4 Any provision of this Framework Agreement which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity

or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Framework Agreement and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

28.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Agreement and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Agreement or unless such representation, undertaking or warranty was made fraudulently.

28.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Agreement including all costs, legal fees and other expenses so incurred.

28.7 The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights or remedies provided by general law, or by any other contract or document. In this Clause 28.7, right includes any power, privilege, remedy, or proprietary or security interest.

28.8 No persons other than the Parties to this Framework Agreement shall have the right to enforce the terms of this Framework Agreement which confer a benefit on such person or shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Agreement.

28.9 This Framework Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Agreement or any variation to this Framework Agreement, contain the entire understanding between the Provider and the Commissioner relating to the operation of this Framework Agreement to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Framework Agreement. Nothing in this Framework Agreement seeks to exclude either Party's liability for Fraud.

28.10 This Framework Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

28.11 Subject to Clause 19, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Framework Agreement or its subject matter.

28.12 All written and oral communications and all written material referred to under this Framework Agreement shall be in English.

28.13 This Framework Agreement 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 the Parties, notwithstanding that the Parties are not signatories to the same counterpart.

SIGNATURE PAGE

SIGNED by

for and on behalf of **NHS ENGLAND**

SIGNED by

for and on behalf of **REED IN PARTNERSHIP LIMITED**

SCHEDULE 1

Definitions

1. **Definitions**

1.1 In this Framework Agreement the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions. The definitions and Interpretations that apply to the Call-off Terms and Conditions are as set out in the Call-off Terms and Conditions.

"Branding Guidance"	NHS brand policy and guidelines, as revised, updated or re-issued from time to time by the Commissioner and/or the Department of Health and Social Care, and which are available at www.england.nhs.uk/nhsidentity/;
"Best Practice IPR"	any IPR developed by the Provider including Improvements to such IPR in connection with or as a result of the Services;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Provider and its ability to fulfil its obligations under this Framework Agreement including an influenza pandemic and any Force Majeure Event but excluding, for the avoidance of doubt, (a) the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements; and (b) the Covid-19 pandemic and any related circumstances, events, changes or requirements;
"Business Continuity Plan"	the Provider's business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
"Caldicott Guardian"	the senior health professional responsible for safeguarding the confidentiality of patient information;
"Caldicott Principles"	the principles applying to the handling of patient-identifiable information set out in the Caldicott Information Governance Review;
"Call-off Terms and Conditions"	the call-off terms and conditions for Contracts as set out at Schedule 7 of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
"Ceiling Prices"	the Face-to-Face Delivery Model Ceiling Price and the Digital Delivery Model Ceiling Price and "Ceiling Price" shall be construed accordingly;
"Change in Law"	any change in Law which impacts on the supply of the Services and performance of the Call-off Terms and Conditions which comes into force after the Commencement Date;
"Commencement Date"	27 February 2023;

“Commercial Schedule”	the document set out at Schedule 5;
“Commissioner”	the commissioner named on the form of Framework Agreement on the first page;
"Commissioner IPR"	any IPR owned by or licensed to the Commissioner which is relevant and necessary to the performance of the Services by the Provider, including Improvements;
“Commissioner’s Obligations”	the Commissioner’s further obligations, if any, referred to in the Specification and the Tender Response Document;
“Confidential Information”	information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Framework Agreement including any procurement process which is: (a) Personal Data including without limitation Personal Data which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Provider may obtain or have access to through the Commissioner’s intranet;
“Contract”	any contract entered into under this Framework Agreement with the Provider by the Commissioner based on the Call-off Terms and Conditions;
“Contract Manager”	for the Commissioner and for the Provider the individuals specified in Clause 8.2 or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1;
“Contracting Authority”	any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Commissioner;
“CQC”	the Care Quality Commission established under section 1 of the Health and Social Care Act 2008;
"Data Breach"	has the meaning given to it in the Caldicott Information Governance Review;
"Data Controller"	has the meaning given to it in the Data Protection Legislation and modified by paragraph 1.2;
"Data Guidance"	any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Contract or not) to the extent published and publicly available or their

	existence or contents have been notified to the Provider by the Commissioner and/or NHS Digital, the Caldicott Guardian, the Department of Health and Social Care, NHS England and NHS Improvement, the Health Research Authority, Public Health England, and the Information Commissioner;
"**Data Processing Services**"	the data processing services described in the Annex to Schedule 6F of the Call-off Terms and Conditions;
"Data Protection Legislation"	(i) the UK GDPR; (ii) the DPA 2018; and (iii) all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
"Data Protection Officer"	has the meaning given to it in Data Protection Legislation;
"Data Subject"	has the meaning given to it in the Data Protection Legislation;
"Digital Delivery Model"	the digital delivery model that will be provided by the Provider in accordance with Schedule 2A (Service Specification) of the Call-off Terms and Conditions;
"Digital Delivery Model Ceiling Price"	the maximum price payable under any Contract in respect of the Digital Delivery Model provided by the Provider under Schedule 2A (Service Specification) of the Call-off Terms and Conditions and such price is set out in Schedule 5;
"Direct Ordering Procedure"	the procedure for the direct award of Contracts under this Framework Agreement as set out in paragraph 2 of Schedule 6;
"Dispute Resolution Procedure"	the process for resolving disputes as set out in Clause 19;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and 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 made under vires contained in 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 s.132A Social Security Administration Act 1992;
"DPA 2018"	Data Protection Act 2018;
"DSPT"	the NHS Data Security and Protection Toolkit, which is an online system which allows NHS bodies and non-NHS providers of NHS-funded services to assess their compliance with UK GDPR and with the National Data Guardian's Data Security Standards, available at: https://digital.nhs.uk/data-and-information/looking-afterinformation/data-security-and-information-governance/data-security-and-protection-toolkit;

“Environmental Regulations”	shall have the meaning given to the term in paragraph 1.2 of Schedule 2;
“eProcurement Guidance”	the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
“Equality Legislation”	any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, the National Health Service Act 2006 (in particular but not limited to section 13G), the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
"European Data Protection Board"	has the meaning given to it in Data Protection Legislation;
"European Economic Area or **EEA"**	the European Economic Area (EEA) which consists of the European Union and all the European Free Trade Association (EFTA) countries except Switzerland;
"Face-to-Face Delivery Model"	the face to face delivery model that will be provided by the Provider in accordance with Schedule 2A (Service Specification) of the Call-off Terms and Conditions;
“Face-to-Face Delivery Model Ceiling Price”	the maximum price payable under any Contract in respect of the Face-to-Face Delivery Model provided by the Provider under Schedule 2A (Service Specification) of the Call-off Terms and Conditions and such price is set out in Schedule 5;
“Financial Standing Requirements”	the financial standing requirements that the Provider was required to meet as part of the procurement process leading to the award of this Framework Agreement;
“FOIA”	shall have the meaning given to the term in paragraph 1.2 of Schedule 2;
“Force Majeure Event”	any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Framework Agreement; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire;

(e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;

(f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Provider to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Provider having used all reasonable legal means to resist such requisition or impoundment;

(g) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen;

(h) industrial action which affects the ability of the Provider to provide the Services, but which is not confined to the workforce of the Provider or the workforce of any sub-contractor of the Provider; and

(i) a failure in the Provider's and/or Commissioner's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties,

but excluding, for the avoidance of doubt:

(j) the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements; and

(k) the Covid-19 pandemic and any related circumstances, events, changes or requirements;

"Framework" the framework arrangements established by the Commissioner for the provision of the Services to the Commissioner by Framework Providers (including the Provider) pursuant to the FTS Notice;

"Framework Agreement" this framework agreement and all schedules and appendices attached to this framework agreement;

"Framework Providers" the providers (including the Provider) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;

"Fraud" any offence under any law in respect of fraud in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;

"FTS Notice" the contract notice published on the Find a Tender Service website as referenced in this Framework Agreement;

“General Anti-Abuse Rule”	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"Good Clinical Practice"	has the meaning given to it in the Call-off Terms and Conditions
"Good Health and/or Social Care Practice"	has the meaning given to it in the Call-off Terms and Conditions
"Good Practice"	Good Clinical Practice and/or Good Health and/or Social Care Practice, as appropriate
“Good Industry Practice”	the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Framework Agreement, including in accordance with any codes of practice published by relevant trade associations;
"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;
“Group”	means in relation to a Party, that Party, any subsidiary or holding company from time to time of that Party, and any subsidiary from time to time of a holding company of that Party and holding company and subsidiary company shall have the meaning given in Section 1159 of the Companies Act 2006;
"Guarantee"	a deed of guarantee in favour of the Commissioner in the form set out in Schedule 9 (Guarantee) granted pursuant to Clause 7A.1;
"Guarantor"	any person acceptable to the Commissioner to give a Guarantee;
“Guidance”	any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, 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 Commissioner and/or have been published and/or notified to the Provider by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare Products Regulatory Agency, the Care Quality Commission and/or any other regulator or competent body;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health Research Authority"	the executive non-departmental public body sponsored by the Department of Health and Social Care which protects and

	promotes the interests of patients and the public in health and social care research;
"HM Government Cyber Essentials Scheme"	the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"IG Guidance for Serious Incidents"	NHS Digital's Checklist Guidance for Information Governance Serious Incidents Requiring Investigation June 2013, available at: https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf;
"Improvement"	any improvement, enhancement or modification to Commissioner IPR, Provider IPR or Best Practice IPR (as the case may be) which cannot be used independently of such IPR;
"Indemnity Arrangements"	either: (a) a policy of insurance; (b) an arrangement made for the purposes of indemnifying a person or organisation; or (c) a combination of (a) and (b);
"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;
"Information Commissioner"	the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to Data Protection Legislation;
"Information Governance Audit Guidance"	guidance issued by the Department of Health and Social Care 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;
"Insolvency Event"	in respect of the Provider or Guarantor (as applicable):

(a) the Provider or Guarantor (as applicable) being, or being deemed for the purposes of any Law to be, unable to pay its debts or insolvent;

(b) the Provider or Guarantor (as applicable) admitting its inability to pay its debts as they fall due;

(c) the value of the Provider's or Guarantor's (as applicable) assets being less than its liabilities taking into account contingent and prospective liabilities;

(d) the Provider or Guarantor (as applicable) suspending payments on any of its debts or announces an intention to do so;

(e) by reason of actual or anticipated financial difficulties, the Provider or Guarantor (as applicable) commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness;

(f) a moratorium is declared in respect of any of the Provider's or Guarantor's (as applicable) indebtedness;

(g) 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 or Guarantor (as applicable);

(h) a composition, assignment or arrangement with any creditor of any member of the Provider or Guarantor (as applicable);

(i) 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 Guarantor (as applicable) or any of its assets;

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

(k) the Provider's or Guarantor's (as applicable) 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 of otherwise); or

(l) if the Provider or Guarantor (as applicable) suffers any event analogous to the events set out in (a) to (k) of this definition in any jurisdiction in which it is incorporated or resident;

"Intellectual Property Rights" or "IPR" inventions, copyright, patents, database right, domain names, trade marks, module names, rights in computer software,

	database rights, rights in get-up, goodwill and the right to sue for passing off, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights;
"IPR Claim"	any claim of infringement or alleged or threatened infringement (including the defence of such infringement or alleged infringement) by a third party (including the defence of such infringement or alleged or threatened infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Provider (or to which the Provider has provided access) to the Commissioner in the fulfilment of its obligations under this Framework Agreement;
"Law"	means any applicable legal requirements, including without limitation: (m) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument; (n) any Guidance; (o) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (p) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (q) requirements set by any regulatory body; (r) any applicable code of practice; and (s) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above), in each case as applicable in England and Wales;
"Losses"	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and /or professional services), proceedings, demands, fines and charges whether arising under statue, contract or at common law but, to avoid doubt, excluding Indirect Losses;
"Mandatory and Discretionary Criteria"	the mandatory and discretionary criteria that the Provider was required to meet as part of the procurement process leading to the award of this Framework Agreement;
"Material Sub-Contract"	any sub-contract with a Material Sub-Contractor for the purpose of the performance of any obligation on the part of the Provider under any Contract;
"Material Sub-Contractors"	any sub-contractor which, in the opinion of the Commissioner, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services;
"Mediation Notice"	has the meaning given under Clause 19.6.1;

"Mini-Competition"	a mini-competition carried out in accordance with the Mini-Competition Procedure;
"Mini-Competition Award Criteria"	the award criteria to be applied for the award of Contracts for Services pursuant to the Mini-Competition Procedure which may be any of or a combination of quality of the Services, price, experience and capacity;
"Mini-Competition Procedure"	the mini-competition procedure described in paragraph 3 of Schedule 6;
"Minimum Requirements under the Specification"	the pass/fail technical questions that the Provider was required to satisfy as part of the procurement process leading to the award of this Framework Agreement;
"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 Data Guardian's Data Security Standards"	the standards recommended by the National Data Guardian and approved by the Department of Health and Social Care, as set out in Annex D of Your Data: Better Security, Better Choice, Better Care, available at https://www.gov.uk/government/consultations/new-data-securitystandards-for-health-and-social-care
"NHS"	the National Health Service;
"NHS Digital"	the Health and Social Care Information Centre https://digital.nhs.uk/;
"NHS Foundation Trust"	a body that is defined in section 30 of the NHS Act 2006;
"NHS Information Governance Toolkit"	an online system which allows NHS organisations and partners to assess themselves against Department of Health and Social Care information governance policies and standards https://nww.igt.hscic.gov.uk/
"NHS Serious Incident Framework"	the Commissioner's serious incident framework, available at: http://www.England.nhs.uk/ourwork/patientsafety/;
"NHS Trust"	a body that is established under section 25 of the NHS Act 2006;
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) 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

the General Anti-Abuse Rule or the Halifax Abuse Principle;

(ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives 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;

"Operational Day"	a day other than a Saturday, Sunday or bank holiday in England;
"Ordering Procedure"	the procedures enabling the Commissioner to call-off Services and enter into Contracts under this Framework Agreement, as set out in Schedule 6, comprising the Direct Ordering Procedure and the Mini-Competition Procedure;
"Orders"	orders for Services placed under this Framework Agreement by the Commissioner in the form of the amended or refined Call-off Terms and Conditions as appropriate and "Order" shall be construed accordingly;
"Participating Commissioner"	a clinical commissioning group (or any successor or replacement body) or local authority in relation to whose geographical area a Contract is entered into pursuant to this Framework Agreement;
"Party"	the Commissioner or the Provider as appropriate and "Parties" means both the Commissioner and the Provider;
"Personal Data"	has the meaning given to it in the Data Protection Legislation and modified by paragraph 1.2 of this Schedule 1;
"Personal Data Breach"	has the meaning given to it in the Data Protection Legislation;
"Policies"	the policies, rules and procedures of the Commissioner as notified to the Provider from time to time;
"Prices"	the prices payable under a Contract;
"Privacy Notice"	the information that must be provided to a Data Subject under Article 13 and Article 14 of the UK GDPR and/or the DPA 2018;
"Prohibited Acts"	has the meaning given under Clause 27.1.1;
"Protected Characteristics"	has the meaning set out in section 4 of the Equality Act 2010;
"Provider"	the provider named on the first page of this Framework Agreement;

"Provider IPR"	any IPR owned by or licensed to the Provider (other than by the Commissioner) that will be used by the Provider in the delivery of the Services, including Improvements to such IPR;
"Public Health England"	an executive agency of the Department of Health and Social Care established under the 2012 Act;
"Quality Requirements"	has the meaning set out in the Call-off Terms and Conditions;
"Relevant Tax Authority"	HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Provider is established;
"Remedial Proposal"	has the meaning given under Clause 14.4;
"s251 Regulations"	the Health Service (Control of Patient Information) Regulations 2002, made pursuant to section 251 of the 2006 Act and any other regulations made under that section;
"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 User"	has the meaning set out in the Call-off Terms and Conditions;
"Services"	the services that the Provider is required to provide to the Commissioner under Contracts placed under this Framework Agreement, details of such Services being set out in the Specification and the Tender Response Document and any Order;
"Specification"	the document set out in Schedule 3;
"Staff"	all persons employed or engaged by the Provider to perform its obligations under this Framework Agreement including any Sub-Contractors and person employed or engaged by such Sub-Contractors;
"Statement of Requirements"	a statement issued by the Commissioner detailing its requirements based on the Specification issued in accordance with the Ordering Procedure;
"Sub-Contract"	any sub-contract for the purpose of the performance of any obligation on the part of the Provider under any Contract, including a Material Sub-Contract;
"Sub-Contractor"	any sub-contractor under any Sub-Contract, including a Material Sub-Contractor;

"Tender Response Document"	the document set out in Schedule 4 submitted by the Provider in response to the invitation to tender issued by the Commissioner;
“Term”	two years from the Commencement Date which may be extended in accordance with Clause 14.2 provided that the duration of this Framework Agreement shall be no longer than three (3) years in total;
“Third Party Body”	has the meaning given under Clause 8.5;
"UK GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
"Variation"	has the meaning set out in Clause 18.3;
"Variation Form"	the form set out in Schedule 8; and
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

1.2 Where a term in paragraph 1.1 is defined by reference to its definition in the Data Protection Legislation that definition shall be modified so that the reference to "living" in the definition of "personal data" is omitted with the effect that personal data can relate to individuals either living or deceased.

SCHEDULE 2

Information Governance Provisions

1. **Confidentiality**

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of paragraph 1 of Schedule 2, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of paragraph 1 of Schedule 2 shall not apply to any Confidential Information:

1.1.2.1 which is in or enters the public domain other than by breach of this Framework Agreement or other act or omissions of the Recipient;

1.1.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

1.1.2.3 which is authorised for disclosure by the prior written consent of the Discloser;

1.1.2.4 which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or

1.1.2.5 which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 Nothing in paragraph 1 of Schedule 2 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records or the Environmental Information Regulations 2004 ("**Environmental Regulations"** or **"EIR**").

1.3 The Commissioner may disclose the Provider's Confidential Information:

1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Commissioner and/or the Contracting Authority receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of the Commissioner's accounts;

1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner has used its resources;

1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or

1.3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Framework Agreement;

and for the purposes of this Framework Agreement, references to disclosure "on a confidential basis" shall mean the Commissioner making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this paragraph 1.3 of Schedule 2.

1.4 The Provider may only disclose the Commissioner's Confidential Information, and any other information provided to the Provider by the Commissioner in relation to the operation of this Framework Agreement, to the Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Provider's obligations under this Framework Agreement. The Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in paragraph 1 of Schedule 2 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Commissioner's written discretion, destroyed securely or returned to the Commissioner when it is no longer required. The Provider shall not, and shall ensure that the Staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purposes of performing the Provider's obligations in this Framework Agreement.

1.5 Paragraph 1 of Schedule 2 shall remain in force:

1.5.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1.5.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Framework Agreement unless otherwise agreed in writing by the Parties.

1.6 This Paragraph 1 will not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

1.7 Nothing in this Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing the Confidential Information to its Group companies, provided that the Recipient procures that such Group companies comply with this Clause 1 of this Schedule 3 as if each reference to the Recipient in this Clause 1 of this Schedule 3 is a reference to any such Group company receiving the Confidential Information.

2. **Information Governance**

2.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.

2.2 The Provider must, before the Commissioner places an Order under the Ordering Procedure (either Direct Ordering without a Mini-Competition or following a Mini-Competition Procedure):

2.2.1 complete the DSPT;

2.2.2 publish the results confirming that the standards of the DSPT are met; and

2.2.3 meet the audit requirements in relation to DSPT set out in the Call-off Terms and Conditions.

2.3 The Provider must:

2.3.1 nominate an Information Governance Lead;

2.3.2 nominate a Caldicott Guardian and Senior Information Risk Owner, each of whom must be a member of the Provider's Governing Body;

2.3.3 where required by Data Protection Legislation, nominate a Data Protection Officer;

2.3.4 ensure that the Commissioner is kept informed at all times of the identities and contact details of the Information Governance Lead, Data Protection Officer, Caldicott Guardian and the Senior Information Risk Owner; and

2.3.5 ensure that NHS England and NHS Digital are kept informed at all times of the identities and contact details of the Information Governance Lead, Data Protection Officer, Caldicott Guardian and the Senior Information Risk Owner.

2.4 The Provider must adopt and implement the National Data Guardian's Data Security Standards and must comply with further Guidance issued by the Department of Health and Social Care, NHS England, any National Data Guardian for Health and Care and/or NHS Digital pursuant to or in connection with those standards. The Provider must be able to demonstrate its compliance with those standards 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

2.5 The Provider must, at least once annually, audit its practices against quality statements regarding data sharing set out in NICE Clinical Guideline 138.

2.6 The Provider must, before the Commissioner places an Order under the Ordering Procedure (either Direct Ordering without a Mini-Competition or following a Mini-Competition Procedure) ensure that its DSPT submission is audited in accordance with Information Governance Audit Guidance where applicable. The Provider must inform the Commissioner of the results of each audit and publish the audit report both within the DSPT and on its website in accordance with General Condition 21 of the Call-off Terms and Conditions.

2.7 The Provider must report and publish any Data Breach and any Information Governance Breach in accordance with IG Guidance for Serious Incidents. If the Provider is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then as soon as reasonably practical and in any event on or before the first such notification is made the Provider must inform the Commissioner of the Personal Data Breach. This paragraph does not require the Provider to provide the Commissioner with information which identifies any individual affected by the Personal Data Breach where doing so would breach Data Protection Legislation.

Data Protection

2.8 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, Privacy Notices, and to disseminate nationally-produced patient information materials. Any failure by the Provider to inform Service Users as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Framework Agreement cannot be relied on by the Provider as evidence that such use is unlawful and therefore not contractually required.

The Provider as a Data Controller

2.9 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and the Information Commissioner's guidance on Data Controllers and Data Processors and any further

Data Guidance. The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor. The Parties consider that:

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

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

2.10 The Provider must ensure that all Personal Data processed by or behalf of the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance and in accordance with the provisions of any relevant Contract.

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

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

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

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

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

2.11.5 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.

2.12 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:

2.12.1 provide such information in pseudonymised from where possible; and in any event

2.12.2 ensure that there is a legal basis for the sharing of Personal Data.

2.13 Notwithstanding paragraph 2.12 of this Schedule 2, the Provider must (unless it can lawfully justify non-disclosure) disclose defined or specified confidential patient information to or at the request of the 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.

The Provider as a Data Processor

2.14 Where the Provider, in the course of delivering the Services, acts as a Data Processor on behalf of the Commissioner, the provisions of Schedule 6F (Provider Data Processing Agreement) of the Call-off Terms and Conditions will apply.

Responsibilities when engaging Sub-Contractors

2.15 Subject always to Clause 26, 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 Schedule 2.

2.16 Subject always to Clause 26, if the Provider is to require any Sub-Contractor to act as a Data Processor on its behalf, the Provider must:

2.16.1 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;

2.16.2 carry out and record appropriate due diligence before the Sub-Contractor processes any Personal Data in order to demonstrate compliance with Data Protection Legislation; and

2.16.3 as far as practicable include in the terms of the sub-contract terms equivalent to those set out in Schedule 6F (Provider Data Processor Agreement) of the Call-off Terms and Conditions and in any event ensure that the Sub-Contractor is engaged under the terms of a binding written agreement requiring the Sub-Contractor to:

2.16.3.1 process Personal Data only in accordance with the Provider's instructions as set out in the written agreement, including instructions regarding transfers of Personal Data outside the EU or to an international organisation unless such transfer is required by Law, in which case the Data Processor shall inform the Provider of that requirement before processing takes place, unless this is prohibited by law on the grounds of public interest;

2.16.3.2 ensure that persons authorised to process the Personal Data on behalf of the Sub-Contractor have committed themselves to confidentiality or are under appropriate statutory obligations of confidentiality;

2.16.3.3 comply at all times with obligations equivalent to those imposed on the Provider by Article 32 of the UK GDPR and equivalent provisions in the DPA 2018;

2.16.3.4 impose obligations as set out in this paragraph 2.16.3 on any Sub-processor appointed by the Sub-Contractor;

2.16.3.5 taking into account the nature of the processing, assist the Provider by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Provider’s obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation;

2.16.3.6 assist the Provider in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Sub-Contractor;

2.16.3.7 at the choice of the Provider, delete or return all Personal Data to the Provider after the end of the provision of services relating to processing, and delete existing copies unless the Law requires storage of the Personal Data;

2.16.3.8 create and maintain a record of all categories of data processing activities carried out under the Sub-Contract, containing:

2.16.3.8.1 the name and contact details of the Data Protection Officer (where required by Data Protection Legislation to have one);

2.16.3.8.2 the categories of processing carried out on behalf of the Provider;

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

2.16.3.8.4 a general description of the technical and organisation security measures taken to ensure the security and integrity of the Personal Data processed under this Framework Agreement;

2.16.3.9 guarantee that it has technical and organisational measures in place that are sufficient to ensure that the processing complies with Data Protection Legislation and ensures that the rights of Data Subject are protected;

2.16.3.10 allow rights of audit and inspection in respect of relevant data handling systems to the Provider or to the Commissioner or to any person authorised by the Provider or by the Commissioner to act on its behalf; and

2.16.3.11 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 paragraph 2.16.

2.17 The agreement required by paragraph 2.16 must also set out:

2.17.1 the subject matter of the processing;

2.17.2 the duration of the processing;

2.17.3 the nature and purposes of the processing;

2.17.4 the type of personal data processed;

2.17.5 the categories of data subjects; and

2.17.6 the plan for return and destruction of the data once processing is complete unless the Law requires that the data is preserved.

3. **Freedom of Information and Transparency**

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

3.1.1 that this Framework Agreement and any other recorded information held by the Provider on the Commissioner's behalf for the purposes of this

Framework Agreement are subject to the obligations and commitments of the Commissioner under FOIA and EIR;

3.1.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA is a decision solely for the Commissioner;

3.1.3 that where the Provider receives a request for information relating to the Services provided under this Agreement and the Provider itself is subject to FOIA or EIR, it will liaise with the Commissioner as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Operational Days) provide a copy of the request and any response to the Commissioner;

3.1.4 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 Commissioner to whom the request relates) and will promptly (and in any event within 2 Operational Days) transfer the request to the Commissioner;

3.1.5 that the 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 the Environmental Regulations, may disclose information concerning the Provider and this Framework Agreement either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and

3.1.6 to assist the Commissioner 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 the Commissioner within five (5) Operational Days of that request and without charge.

3.2 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 Framework Agreement is not Confidential Information.

3.3 Notwithstanding any other term of this Framework Agreement, the Provider consents to the publication of this Framework Agreement 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.

3.4 In preparing a copy of this Framework Agreement for publication under paragraph 3.3 of this Schedule 2, the Commissioner 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 Commissioner's absolute discretion.

3.5 The Provider must assist and cooperate with the Commissioner to enable the Commissioner to publish this Framework Agreement.

4. **Cyber Essentials**

4.1 The Provider has and will maintain certification under the HM Government Cyber Essentials Scheme (basic level) until such time as the Provider obtains certification under paragraph 4.2 of this Schedule 2.

4.2 The Provider shall, as soon as is reasonably practicable after the Commencement Date, obtain certification under the HM Government Cyber Essentials Scheme to the level of Cyber Essentials Plus and maintain such certification for the Term.

SCHEDULE 3

Specification

All defined terms set out in this document reflect the definitions contained within the Call-off Terms and Conditions unless defined in this document

Service Specification No.	1
Service	NHS Type 2 Diabetes Path to Remission Programme
Commissioner Lead	NHS England and NHS Improvement
Provider Lead	
Period	
Date of Review	

1. Overview

1.1 National context and evidence base

Type 2 diabetes represents a major burden on heath and care services and its increasing prevalence poses a major risk to population wellbeing and the sustainability of the NHS. Helping people with Type 2 diabetes achieve significant weight loss and improve glucose regulation is likely to reduce the future risk of complications and associated impacts on wellbeing and healthcare costs.

The NHS Long Term Plan published in 2019 announced that a low calorie diet programme would be piloted, at scale, from 2020/21. This commitment built on the approaches of the Diabetes Remission Clinical Trial (DiRECT), and the Doctor Referral of Overweight People to Low Energy total diet replacement Treatment (DROPLET) Randomised Control Trials (RCTs), reflecting the evidence base developed by both of these trials.

Following the pilot phase of the programme, NHS England is making this intervention available to the eligible population across all of England.

Introduction to the NHS Type 2 Diabetes Path to Remission Programme

The NHS Type 2 Diabetes Path to Remission Programme (the "NHS T2DR Programme") is a joint initiative between NHS England and Diabetes UK (Note: the name of the programme is subject to change). The NHS T2DR Programme involves a total diet replacement (TDR) approach that has been shown in RCTs to help some people with Type 2 diabetes achieve and maintain non-diabetic glycaemic levels off all diabetes medication (commonly referred to as remission).

The overall aim of this intervention is to promote weight loss in those that are overweight (BMI of 27 kg/m^2 or over in people from White ethnic groups, adjusted to 25 kg/m^2 or over in people from Black, Asian and other ethnic groups) and recently diagnosed with Type 2 diabetes, achieving remission wherever possible.

Service Users will follow a diet composed solely of nutritionally-complete TDR products, with total energy intake of 800-900 kilocalories a day, for 12 weeks, followed by a period of food reintroduction and subsequent weight maintenance support, with total duration of 12 months.

The Provider must offer a variety of TDR products such as soups, shakes and other suitable products. These must include the availability of varied flavours and textures to support Service User compliance and retention on the NHS T2DR Programme. The Provider must supply the appropriate TDR products to Service Users but must not supply any Service User with more than a four (4) week

supply of TDR products at any one time. The Provider must ensure that, at all times during the Contract Term, all TDR products it supplies to Service Users adhere to all legislation and standards that apply to total diet replacement products. To avoid doubt, this includes any legislation and standards as they may be amended, extended or re-enacted from time to time and including any applicable subordinate or replacement legislation or standards. This includes but is not limited to The Foods Intended for Use in Energy Restricted Diets for Weight Reduction Regulations 1997 which provide the specific composition and labelling requirements of TDR products. The Provider will be responsible for procuring the TDR products that it supplies to Service Users. The Provider must consider the needs of a variety of potential Service Users, including offering suitable or alternative TDR products where possible for those with intolerances (e.g. lactose intolerance) which may impact on their ability to use certain products.

The identification and referral of people to the NHS T2DR Programme is undertaken by General Practice primary care services (see section 3.2.3). Eligible individuals will be aged 18 - 65 years, diagnosed with Type 2 diabetes within the last 6 years and have a BMI of 27 kg/m^2 or over in people from White ethnic groups, adjusted to 25 kg/m^2 or over in people from Black, Asian and other ethnic groups. Other eligibility criteria also apply and are considered necessary to ensure safety within the context of real-world implementation of this programme. Modelling suggests that 10-20% of those living with Type 2 diabetes would be eligible for the NHS T2DR Programme, once the eligibility criteria are applied (see section 3.2.2 for the full eligibility criteria).

The responsibility of identifying eligible individuals and referring them (once their consent has been obtained) to the NHS T2DR Programme sits with the individual's GP Practice and the Provider is required to verify eligibility with the individual confirming that exclusion criteria have not been met prior to commencement of the intervention in accordance with this Service Specification.

It is intended that, within a defined geographical area, a single provider will deliver the NHS T2DR Programme by offering to individuals the following choice of delivery models:

- One to one face-to-face (the "Face-to-Face Delivery Model");
- One to one digital support (the "Digital Delivery Model"),

References to "the Delivery Models" in this Service Specification are references to both delivery models.

References to "sections" in this Service Specification are references to sections of this Service Specification.

2. Outcomes

2.1 Expected outcomes of the NHS T2DR Programme

- Reduction in weight of Service Users and the maintenance of weight loss achieved;
- Reduced glycaemic parameters in Service Users and achievement of remission of Type 2 diabetes as a result of the intervention;
- Reduction in medication usage among Service Users in line with the intervention;
- Continue to build the evidence base around the effectiveness of a low calorie diet, total diet replacement programme, including evidence around impact of the intervention in different demographic groups.

3. Scope

3.1 Aims of the Service

In order to achieve the outcomes set out in section 2.1, the NHS T2DR Programme will aim to:

- Promote weight loss in those that are overweight (BMI ≥ 27kg/m² in people from White ethnic groups, adjusted to 25kg/m² in people from Black, Asian and other ethnic groups) and recently diagnosed with Type 2 diabetes;

- Support Service Users to adopt a healthier lifestyle, having appropriate regard to achievement of dietary recommendations in England; and

- Maximise completion rates of Service Users, including across groups that share a protected characteristic.

The above aims are for the Service as a whole, and at an individual Service User level goals must be tailored to suit individual Service User requirements.

3.2 Service description / care pathway

The Service will comprise:

- An individual assessment of a Service User;

- A period during which the Provider will provide TDR products to the Service User (the "TDR Phase");

- A period during which the Provider will work with the Service User to reintroduce food into the Service User's diet (the "Food Reintroduction Phase"); and

- A period during which the Provider will support the Service User in maintaining their weight (the "Weight Maintenance Phase").

3.2.1 Principles

The Provider will deliver the Service in accordance with the following principles:

- The Provider must provide the Service in accordance with this Schedule 2A and the Annexes and Appendices to this Schedule 2A;

- Delivery of the Service will be tailored to the circumstances and cultural context of Service Users and will be sensitive to different culinary traditions, including where possible for the TDR products themselves;

- The content of the sessions (or, for the Digital Delivery Model, engagement) with Service Users should aim to empower people with Type 2 diabetes to take a leading role in instituting and maintaining long-term behaviour changes;

- The Provider must endeavour to ensure equal access by all Service Users, reduce health inequalities and promote inclusion, tailoring the Service to support and target those with greatest need through a proportionate universalism approach and equality of access for people with protected characteristics under the Equality Act 2010;

- The Provider must monitor service performance and inequalities in outcomes and take appropriate corrective action to improve performance and reduce inequalities accordingly. Specific attention should be given to monitoring and improving performance relating to people with characteristics which have been associated with poorer outcomes in the pilots;

- Access to the Service will accommodate the diverse needs of the target population in terms of availability, accessibility, customs and location, as far as possible;

- The Provider must build relationships and work with relevant local stakeholders (including local health systems and community sector organisations) to deliver a relevant and inclusive programme;

- The Provider should maximise the flexibility (within the scope of this Service Specification) of their offering in order to increase reach for all, including communities who face the most barriers to access;

- The Provider should ensure Service User involvement and engagement in the design, evaluation and improvement of the Service;

- The Provider must engage proactively with GP practices whilst ensuring that the impact on workload for GP practices is minimised;

- All individuals must be treated with courtesy, respect and an understanding of their needs;

- The Provider must supply to GP practices adequate information on the benefits and risks of the Service, in a format which is accessible to potential Service Users and healthcare professionals. The Provider acknowledges that the purpose of providing this information is to support the GP practices' staff to provide information to patients, enabling patients to make an informed choice in accepting referral to the Service;

- All potential Service Users must be given adequate information on the benefits and risks of the Service, in a format which is accessible to them, once a referral has been made but before the Service User begins the Service to allow an informed decision to be made by Service Users before participating in the Service;

- All potential Service Users must also be given information (in compliance with data protection requirements) about how personal data will be used, who will have access to it, and patients' data protection rights (e.g. how to obtain a copy of personal records, rectification, objection, etc);

- All Service Users must be given unconstrained choice between the Face-to-Face Delivery Model and the Digital Delivery Model, with adequate information provided to allow for an informed decision to be made;

- The Provider must provide Service Users with appropriate support throughout the duration of participation in the Service;

- The Provider must ensure that persons referred to the Service are effectively integrated across a pathway including between the Provider of the Service and the GP practice with which the person is registered;

- The Provider must ensure safe, timely and appropriate communication with relevant GP practices for management of adverse or concurrent medical events and for ongoing management at time of discharge, disengagement or drop out from the intervention;

- The Provider must use the template letters to GP practices and Service Users supplied by the Commissioner at all times specified by the Commissioner (including, but not limited to, receipt of referral, notification of TDR start, completion of TDR phase, completion of the programme, discharge from programme). These must be used in the manner and form specified by the Commissioner;

- The Provider must ensure that any contact from GP practices (including, but not limited to, requests for advice on medication adjustments, questions about the referral process, questions about the programme, requests for updates on Service User progress) is responded to appropriately within 5 Operational Days (for avoidance of doubt, this timeline pertains to answering the query rather than simply providing acknowledgement of having receiving such contact)

- Improvements and adjustments to the delivery of the Service may be identified as new evidence emerges from national and international research and local evaluation of the Service. The Provider acknowledges and agrees that the Service will be adjusted to respond to best available evidence, including (by way of example only) as a result of planned innovation-testing evaluation (e.g. a research project or time-limited pilot of a local innovation to improve the Service). Any such adjustments would be effected as a variation

to this Contract in accordance with the variation procedure set out in General Condition 13 (Variations);

- If the Provider identifies emotional wellbeing or mental health issues, the Provider should signpost the Service User to appropriate local services through a process agreed with the local health system prior to the Expected Services Commencement Date.

- If the Provider suspects or identifies behaviours that meet the threshold of an eating disorder during the course of the sessions, the GP practice should be notified and the Service User should be advised to seek care with their GP practice accordingly. In addition, identification of an active eating disorder should be recorded as an adverse event and the process for adverse events followed (as set out in Section 3.2.12).

- The Provider must actively encourage and respond to Service User feedback. This should be sought on all aspects of the Service including the curriculum, programme structure, frequency of support, TDR products, coaching, approach to meeting individual, cultural adaptation, support materials and functionality / usability of any digital tools. The Provider must have effective governance processes for collating and actioning such feedback as well as for responding to any complaints.

In the event and to the extent only of a conflict between any of the provisions of this Service Specification and Appendix 1 (Tender Response Document) and/or Appendix 2 (Local Service Requirements) of this Schedule 2A, the conflict shall be resolved in accordance with the following descending order of precedence:

- this Service Specification;

- Appendix 1 of Schedule 2A (Tender Response Document);

- Appendix 2 of Schedule 2A (Local Service Requirements).

Where Appendix 1 of Schedule 2A (Tender Response Document) or Appendix 2 of Schedule 2A (Local Service Requirements) contains provisions which are more favourable to the Commissioner in relation to the Service Specification and/or Appendix 1 of Schedule 2A (Tender Response Document) as relevant, such provisions of Appendix 1 of Schedule 2A (Tender Response Document) or Appendix 2 of Schedule 2A (Local Service Requirements) shall prevail.

The Commissioner shall in its absolute and sole discretion determine whether any provision in Appendix 1 of Schedule 2A (Tender Response Document) or Appendix 2 of Schedule 2A (Local Service Requirements) is more favourable to it in relation to the Service Specifications and/or Appendix 1 of Schedule 2A (Tender Response Document) as relevant.

3.2.2 Eligible population

Individuals who satisfy all the following eligibility criteria may be referred to the Service:

- Aged 18 to 65 years;

- Diagnosed with Type 2 diabetes within the last 6 years;

- A BMI of 27kg/m² or higher in people from White ethnic groups, adjusted to 25kg/m² or higher in people from Black, Asian and other ethnic groups.

    - BMI obtained from self-measured weight by a Service User is acceptable for referral. If this cannot be obtained, a clinic-measured value within the last 12 months may be used, provided there is no concern from the referrer that the Service User's weight may have reduced since last measured such that the individual would not be eligible for the Service at present;

- A HbA1c measurement taken within the last 12 months, with values as follows:
    - If on diabetes medication, HbA1c 43 to 87 mmol/mol; or

- If not on diabetes medication, HbA1c 48 to 87 mmol/mol;

provided there is no concern from the referrer that the Service User's HbA1c may have changed since last measured such that the individual would not be eligible for the Service at present; and

- Have attended for monitoring and diabetes review when this was last offered, including retinal screening, and commit to continue attending annual reviews, even if remission is achieved. (For avoidance of doubt, if a Service User is newly diagnosed then there is no requirement to wait for retinal screening to take place before offering referral)

Individuals who meet any of the following exclusion criteria must not be referred to the Service and must not be accepted by the Provider. The Provider must confirm that the individual is eligible and so does not meet any of the following exclusion criteria prior to the individual's commencement of the intervention:

- Current insulin user;
- Pregnant or planning to become pregnant within the next 6 months;
- Currently breastfeeding;
- Discharged in the last 12 months from the NHS Type 2 Diabetes Path to Remission Programme after having commenced the programme (for clarity, this does not apply to people previously referred to the programme but who dropped out or declined prior to commencing the TDR Phase);
- Has at least one of the following significant co-morbidities;
  - active cancer;
  - heart attack or stroke in last 6 months;
  - severe heart failure (defined as New York Heart Association grade 3 or 4);
  - severe renal impairment (most recent eGFR less than 30mls/min/1.73m^2);
  - active liver disease other than non-alcoholic fatty liver disease (NAFLD) (i.e. NAFLD is not an exclusion criterion);
  - active substance use disorder;
  - active eating disorder (including binge eating disorder);
  - porphyria; or
  - known proliferative retinopathy that has not been treated (this does not exclude individuals who are newly diagnosed and have not yet had the opportunity for retinal screening);
- Has had bariatric surgery; or
- Health professional assessment that the person is unable to understand or meet the demands of the NHS T2DR Programme and/or monitoring requirements (due to physical or psychological conditions or co-morbidities).

At time of referral to the Service, the referrer is responsible for discussing and agreeing any relevant medication changes with the potential Service User. The Provider must take steps to ensure that referrers can obtain advice from the Provider regarding medication changes and the Provider must ensure that communication in this regard is facilitated between referrers and the Provider's Medical Director (or another suitably experienced registered medical practitioner within the meaning of Schedule 1 of the Interpretation Act 1978 with an MRCP or MRCGP). Any requests for advice should be responded to with appropriate advice within 5 Operational Days. The Provider acknowledges that

clinical responsibility for an individual's medication changes remains with general practice at all times that the individual is associated with the Service.

It should be made clear by the referrer to the potential Service User that these changes should only be enacted on the first day of starting the TDR intervention. The Provider must be aware of whether any potential Service User has a medication change or not. The Provider must ensure that it has received in writing from the referrer either details of medication changes or confirmation that no medication changes are required. The Provider must ensure the potential Service User is also aware of the medication changes proposed (or that no medication changes are required) although there is no requirement for this to be have submitted to the Service User by the referrer in writing. The Provider must ensure that, prior to the first day of TDR Phase, the Service User understands the specific medication changes which are required (or that no medication changes are required). The referrer should also confirm with the Service User that, should they proceed on the NHS T2DR Programme, the Service User:

- Agrees to continue attending yearly diabetes review appointments at their GP practice, regardless of whether remission is achieved;
- Will contact their GP practice or urgent care service as appropriate if they have any unexpected or concerning symptoms which are considered urgent; and
- Will notify their GP practice if they disengage or drop out before the end of their intervention.

The Provider is required, as set out in more detail in section 3.2.5, to confirm that it and the Service User have been provided with information relating to medication changes prior to commencement of the intervention.

3.2.3 Referral and Acceptance

The Service will commence when the Provider begins to accept referrals from the local health systems. As set out in General Condition 3 of the Contract, the date the Provider is required to commence the Service (and so accept referrals) is the later of:

- the Expected Services Commencement Date; and
- the day after the date on which all Conditions Precedent are satisfied.

The Provider and the Commissioner may agree to substitute the Expected Services Commencement Date with any earlier date in which case the Contract will be varied in accordance with its provisions.

The Provider will develop and agree detailed referral protocols with local health systems prior to receiving referrals to the Service. Referrals will come from GP practices. If there is agreement by the Provider, the local health system and the Commissioner, the Parties may agree to amend this Service Specification to include other referral routes.

All individuals who satisfy the eligibility criteria and are not excluded in accordance with section 3.2.2 will be invited by the Provider to participate in the Service as further detailed in section 3.2.4.

The first communication sent by the Provider to the relevant Service User's GP practice on receipt of a referral should make clear that any changes in eligibility to participate in the Service or medication changes (including in particular (but not limited to) new glucose-lowering agents / BP-lowering agents) should be communicated urgently to the Provider. The Provider will confirm with the relevant Service User, prior to starting the TDR Phase, that they have not started any new medications (including in particular (but not limited to) glucose-lowering or blood pressure-lowering medications) since medication changes to take place on the first day of TDR were agreed with their referrer. Where there is concern such changes may have occurred and may require re-consideration of medication changes (e.g. if new glucose-lowering agents / BP-lowering agents have been started), the Provider should contact the GP practice for confirmation that it remains appropriate for the Service User to proceed with the TDR Phase and to request an update on medication changes to take place on the first day of TDR (these would need to be agreed by the referrer and Service User).

3.2.4 Invitation to participate

Subject to the Intervention Cap and Intervention Period (referred to in section 3.10), the Provider will invite all eligible, referred individuals to participate in the Service.

The Provider will initiate contact with each individual directly referred to them (where there is no evidence for ineligibility), within five Operational Days of receipt of the referral, inviting the individual to participate in the Service. The individual must be provided with adequate information about the Delivery Models to allow for an informed, unrestricted choice about which Delivery Model would better suit their needs and individual context.

The Provider will work with local health systems to manage the trajectory of referrals in line with the volume of contracted interventions and work together with the local health system and with the Commissioner to match supply and demand across the duration of the Contract.

The invitation and all follow-up contact will contain accessible information about Type 2 diabetes, the potential to achieve remission, the nature of the intervention and the requirements for Service Users. All contact made with individuals should be grounded in behavioural insight theory and evidence.

Where there is no response from the individual as a result of the initial invitation, the Provider must make at least two additional attempts to contact that individual via at least two of the following methods within a period of one calendar month from the date of receipt of referral: letter, phone call, text message or email.

Where contact has not been established after one month

If it has not been possible to make contact after a minimum of three attempts and through at least two different channels after one calendar month, the Provider must discharge the individual back to their GP practice. The Provider must also communicate a discharge notice to the individual and signpost the individual to the NHS website pages related to weight management, appropriate physical activity and healthy lifestyles and to any other locally available resources for supporting weight loss, healthy eating and appropriate physical activity.

Where contact has been established

Where contact has been established but an individual indicates that they do not accept an invitation to participate in the Service, then the Provider must discharge that individual back to the GP practice. The Provider must communicate a discharge notice to the individual's GP practice and the individual and signpost that individual to the NHS website pages related to weight management, physical activity and healthy lifestyles and to any other locally available resources for supporting weight loss, healthy eating and physical activity.

Where contact has been established and an individual accepts an invitation to participate in the Service, the Provider must offer as much choice of dates and times (and, for Face-to-Face Delivery Models, appropriate venues) as logistically possible, where applicable, to attend or participate in an Individual Assessment (which is explained further in 3.2.5 below) provided that the dates and times offered by the Provider are within a period of one calendar month of the date the Provider established contact with the individual and the individual accepted the invitation to participate in the Service. If driven by Service User choice and a decision to defer starting the TDR Phase to a more suitable time, Individual Assessment may occur within 90 days of the referral.

At the point the individual accepts the offer to attend or participate in the Individual Assessment, that individual is considered to be a Service User.

The Provider must comply with any template letters or discharge communication content that the Commissioner notifies the Provider must be used. The Provider must ensure sound data collection mechanisms are in place to support evaluation of the Service in achieving defined outcomes and enable the assessment over time of progress relating to diabetes remission and reductions in the long term complications of Type 2 diabetes and associated morbidity and mortality.

In addition to use of the template letters, the Provider will work closely with the local health system to identify and implement any further locally appropriate mechanisms for ensuring data about a

Service User is communicated to the GP practice with which the Service User is registered (using SNOMED codes where appropriate) and that such data can be integrated within GP clinical systems; ideally by electronic transfer. The Provider will also work with the local health systems to ensure that there is a monthly update on referral and uptake rates, waiting list size and outcomes at locally-agreed levels; e.g. at the level of individual GP practices, Primary Care Networks (PCNs) or ICSs.

The Provider must highlight to the Commissioner and the local health system any issues in relation to referrals and uptake into the Service and any deviation from the expected referral and uptake numbers (as agreed with the local health system).

Additionally, the Provider must notify GP practices about progression of Service Users through the Service through use of the template letters provided by the Commissioner in addition to any further locally agreed means.

3.2.5 Individual assessment

The Provider will conduct individual assessments with all Service Users who accept the invitation to participate in the Service ("Individual Assessment").

The Provider will use Individual Assessments to:

- verify the eligibility of the Service User;
- explain in detail the rationale and requirements of the Service; and
- determine whether the Service User wishes to continue with the Service.
- confirm the Service User's choice of Delivery Model.

If the Service User chooses to proceed to the TDR Phase, the Provider will set a mutually-agreeable start date with the Service User and confirm matters relating to any medication changes that will be enacted by the Service User on this same date as set out in this Service Specification.

The Individual Assessment may be undertaken remotely in the Face-to-Face Delivery Model providing this does not restrict the Individual Assessment process in any way and allows for the required information to be obtained and eligibility to be verified. (It is expected that all Individual Assessments will occur remotely in the Digital Delivery Model).

Following the Individual Assessment, confirmation of the Individual Assessment must be sent to the Service User's GP practice. This should include:

- notification regarding whether the Service User intends to proceed to the TDR Phase;
- details of the mutually-agreed start date of the TDR Phase;
- confirmation of any medication changes which will be enacted on the first day of the TDR Phase (or that no changes are required) (as communicated to the Service User and supplied in writing to the Provider by the referrer); and
- confirmation that the Service User:
    - agrees to continue attending yearly diabetes review appointments at their GP practice, regardless of whether remission is achieved;
    - will contact their GP practice or urgent care service as appropriate if they have any unexpected or concerning symptoms which are considered urgent; and
    - will notify their GP practice if they disengage or drop out before the end of the intervention.

Data must be gathered at all points of Service delivery in accordance with the requirements of this Service Specification and Schedule 6A. If a specific data item is indicated in Schedule 6A to be gathered at a specific point of Service delivery, the Provider will gather such data item.

If a Service User has previously accepted the Service but fails to attend or participate in a scheduled and agreed Individual Assessment, the Provider must make at least two further attempts to offer an Individual Assessment at times appropriate to the Service User provided that such times are within one calendar month of the date the Service User failed to attend or participate in the scheduled and agreed Individual Assessment, but no later than 90 days following referral. If the Service User does not complete an Individual Assessment during this time, the Service User should be discharged back to their GP practice, signposting the Service User to the NHS website pages related to weight management, physical activity and healthy lifestyles and to any other locally available resources for supporting weight loss, healthy eating and physical activity.

If, following the Individual Assessment, a Service User:

- does not attend or participate in the first session (or, in the Digital Delivery Model, the first episode of engagement) within 90 days of Individual Assessment;
- does not attend or participate in the first session (or, in the Digital Delivery Model, the first episode of engagement) after the Provider has offered the first session (or, in the Digital Delivery Model, the first episode of engagement) on three separate occasions at times, and for the Face-to-Face Delivery Model, venues, appropriate to the Service User;
- defers attendance at or participation in the session (or, in the Digital Delivery Model, the first episode of engagement) after the Provider has offered the first session (or, in the Digital Delivery Model, the first episode of engagement) on three separate occasions at times, and for the Face-to-Face Delivery Model, venues, appropriate to the Service User; or
- declines the Service,

the Service User should be discharged back to their GP practice, signposting the Service User to the NHS website pages related to weight management, physical activity and healthy lifestyles and to any other locally available resources for supporting weight loss, healthy eating and physical activity.

The Provider must offer the first session (or, in the Digital Delivery Model, the first episode of engagement) within 30 days of the Individual Assessment. For the Face-to-Face Delivery Model, this must be at a venue appropriate to the Service User. If driven by Service User choice and a decision to defer starting the TDR Phase to a more suitable time, the first session may occur within 90 days of the Individual Assessment.

If the Provider cancels any booked session (or, in the Digital Delivery Model, any booked episode of engagement) for any reason at any time during a Service User's participation in the Service, the Provider must promptly reschedule the Service User's session (or, in the Digital Delivery Model, the episode of engagement).

The Provider must record details about the number of contact attempts made to offer the Service, arrange Individual Assessments and rearrange sessions (or, in the Digital Delivery Model, episodes of engagement) including date and method of contact as set out in this section. The Provider is required to record all of this information under Schedule 6A and must share this information with the Commissioner in accordance with the requirements of this Contract and, if relevant, at any other time requested by the Commissioner.

Intervention commencement

Following the Individual Assessment, if the Service User has decided to proceed with the TDR Phase, the Provider must notify the Service User's GP practice of the agreed start date of the TDR Phase. This must be within 90 days of the Individual Assessment. Although necessary medication changes, if applicable, should have been discussed at time of referral, any changes must not be enacted by the Service User until the first day of the TDR Phase. The Provider must, prior to the first day of the TDR intervention:

- ensure that the Provider and the Service User understand the specific medication changes which are required (or that no medication changes are required) and the Provider has

received details of changes (or confirmation that no change is necessary) in writing from the referrer;

- confirm that no additional glucose-lowering or blood pressure-lowering medications have been started since medication changes were last agreed (including if the recommendation was for no medication changes to take place) and specified in writing to the Provider and communicated to the Service User); and

- confirm with the Service User that they will not be taking sulphonylureas, meglitinides or SGLT2 inhibitors as of the first day of the TDR intervention.

If the Provider:

- cannot confirm that the Provider and the Service User have been provided with confirmation from the referrer of the specific medication changes which are required (or that no medication changes are required); and/or

- cannot confirm that no additional glucose-lowering or blood pressure-lowering medications have been started since medication changes were last communicated by the referrer (including communication of no medication changes to be made); and/or

- cannot confirm with the Service User that they will not be taking sulphonylureas, meglitinides or SGLT2 inhibitors (if applicable) as of the first day of the TDR intervention,

then the Provider must defer the Service User's TDR Phase start date and take such action as it necessary to ensure that the above matters are confirmed. Once the matters above have been confirmed, the Provider must promptly arrange the Service User's commencement of the TDR Phase.

3.2.6 Intensity and duration of the Service

The Provider must deliver the Service in accordance with the requirements set out in this section.

TDR Phase

- The TDR Phase begins from the first day the Service User starts taking TDR products and lasts for 12 weeks.

- An individual should not start taking TDR products and/or commence the TDR Phase or a rescue package (as defined later in this Specification) at any time if they are taking sulphonylureas, meglitinides or SGLT2 inhibitors.

- If the Service User cannot confirm to the Provider that they are not taking sulphonylureas, meglitinides or SGLT2 inhibitors during the TDR Phase or at the commencement of a rescue package or the recommencement of the TDR Phase following a planned pause, the Provider should contact the Service User's GP practice to obtain confirmation as to whether the Service User is or is not taking sulphonylureas, meglitinides or SGLT2 inhibitors. An individual should not start taking TDR products and/or commence or re-commence the TDR Phase or a rescue package (as defined later in this Specification) at any time unless it is confirmed that they are not taking sulphonylureas, meglitinides or SGLT2 inhibitors.

- If the Service User confirms to the Provider that they are taking sulphonylureas, meglitinides or SGLT2 inhibitors during the TDR Phase or at the commencement of a rescue package, the Provider must advise the Service User to cease taking TDR products immediately and the Provider must refer the Service User to their GP practice.

- The Provider must provide TDR products to each Service User for the duration of that Service User's participation in the TDR Phase. The Provider must offer a variety of TDR products such as soups, shakes and other suitable products. These must include the availability of varied flavours and textures to support Service Users' compliance and retention on the Service. The Provider must not supply any Service User with more than a four (4) week supply of TDR products.

- The Contract requires the Provider to perform all its obligations under this Contract in accordance with the Law (as set out in Service Condition 1.1). This requires the Provider to comply with all applicable legislation in relation to the TDR products. The Provider is also required to ensure all TDR products provided to a Service User comply will all standards that are applicable to total diet replacement products. To avoid doubt, this includes any legislation and standards as they may be amended, extended or re-enacted from time to time and including any applicable subordinate or replacement legislation or standards.

- Subject to the three bullet points immediately following this bullet point, TDR products must be provided to replace all daily meals from the first session (or, in the Digital Delivery Model, the first episode of engagement) of the TDR Phase for 12 weeks, with support to ensure that Service Users can adhere to the regimen. Total energy intake should be 800 – 900 kilocalories daily.

- If during the TDR Phase or during the use of a rescue package, the BMI of the Service User has decreased below 21 kg/m^2 in people from White ethnic groups or below 19 kg/m^2 in people from Black, Asian and other ethnic groups, the Provider must cease TDR for the Service User and move the Service User to the Weight Maintenance Phase.

- Where Service Users are unable to comply with full TDR and are at high risk of dropping out of the NHS T2DR Programme, they may, at any point, introduce firstly a single meal of non-starchy vegetables. If they remain at high risk of disengagement, they may further substitute a single TDR meal for a nutritionally appropriate meal of no more than 300 calories. The Provider must set out the point at which Service Users start to replace TDR products with an alternative meal.

- If an individual Service User has specific needs that can't be addressed due to a lack of any compliant TDR product then consideration can be given to alternative approaches for that individual Service User.

- All Service Users must receive fibre supplements from the Provider prior to starting the TDR Phase (and any subsequent periods of TDR such as rescue packages) and the Provider will advise Service Users that they should start taking these from the first day of TDR. The dose provided will equate to 7g per day (usually issued in 2 x 3.5g portions of Ispaghula Husk/Psyllium Husk/Fybogel) during the TDR Phase (and during any rescue packages). Service Users will continue to receive these supplements from the Provider until the relevant Service User advises the Provider that these are no longer necessary. Service Users may be able to stop the fibre supplement on re-introducing meals in the food re-introduction phase. After stopping or decreasing fibre supplementation, if a Service User subsequently indicates a need for further fibre supplementation, the Provider will provide the Service User with further fibre supplements and will continue to provide these.

- If the Service User becomes pregnant, the Provider must immediately discharge the Service User from the Service to the care of the Service User's GP practice.

- If an adverse event occurs, the Provider's Medical Director will decide whether it is appropriate for the Service User to continue with the Service without any changes, or whether appropriate modifications may be made, or to stop the Service User's participation in the TDR Phase but enable the Service User to continue participation in the Service within the requirements of the Service Specification, or whether the Service User should be discharged. If the Provider's Medical Director decides that it is appropriate to enable the Service User to continue with the Service despite the adverse event, the Service User will progress to the Food Re-introduction Phase and then to the Weight Management Phase in accordance with this Service Specification unless any relevant variations to this Service Specification are agreed in relation to that Service User in advance by the Commissioner. However, if it is established that the Service User cannot tolerate the TDR products within the first 2 weeks of the TDR Phase, the Provider must discharge the Service User from the Service to the care of the Service User's GP practice.

- The Provider must ensure that Service Users receive appropriate advice, tools and support in preparation for the Food Re-introduction Phase and the transition to healthy eating. This includes healthy dietary plans appropriate to their preferences and culinary traditions.

Food Re-introduction Phase

- This phase immediately follows the 12 week TDR Phase and lasts for 6 weeks.
- Service Users will gradually re-introduce food using a stepped approach.
- At the latest, the Service User should have ceased using TDR products by the end of 18 weeks following commencement of the TDR Phase.
- During this Food Re-introduction Phase the focus is on the transition from TDR to a balanced diet.
- The Provider must support the Service User to achieve appropriate calorie intake and nutritional balance from food, with targets set according to the Service User's preference for maintaining their weight or aiming for further controlled weight loss and improved diet quality through nutritional and behaviour change support.
- Advice and dietary plans should be tailored to the Service User's individual needs, preferences and culinary traditions.

Weight Maintenance Phase

- This phase follows the Food Reintroduction Phase and comprises the remainder of the programme. The programme is 52 weeks in total.
- During this Weight Maintenance Phase the focus is per Service User preference, for maintaining a steady weight or aiming for further controlled weight loss (except that if the BMI of the Service User has decreased below 21 kg/m^2 in people from White ethnic groups or below 19 kg/m^2 in people from Black, Asian and other ethnic groups as set out in the section under TDR Phase above, the Provider must not support further weight loss) and ensuring changes are embedded for the longer term.
- The Provider must support the Service User to set tailored achievable short, medium and long term dietary and physical activity goals.
- The Provider must support the Service User to ensure appropriate energy intake, and steady increases in appropriate physical activity to meet their individualised weight maintenance goals.
- If a Service User regains 2kg or more, with reference to the lowest weight recorded for that Service User since the completion of the TDR Phase, at any time during the Weight Maintenance Phase, the Provider must offer Service User a relapse management protocol, also referred to as a "rescue package", which includes the reintroduction of TDR for a period of 4 weeks with weekly support sessions.
- The Provider must ensure that the default offer for the rescue package is full TDR for a period of 4 weeks and the Provider must encourage the Service User to accept full TDR. If, however, full TDR is declined by the Service User, a partial rescue package may be offered, consisting of 2 meals replaced with TDR products for a period of 4 weeks. Regardless of whether the rescue package is full or partial, the Provider must ensure there are weekly support sessions during the period of the rescue package;
- The Provider shall not put in place more than one rescue package for any Service User and shall not put in place a rescue package for any Service User after the end of week 42 (as calculated in accordance with the "Minimum session/engagement requirements" section below).

- The Provider will closely monitor and support the Service User during the rescue package. This should be in line with the monitoring requirements of the TDR Phase, with blood glucose and weight measurements taken weekly. Where a Service User is on medication(s) that affects blood pressure (this may include medications used for other purposes such as diuretics for heart failure or alpha-blockers for BPH), the Service User should return to weekly blood pressure monitoring during the rescue package.

- The Provider must put in place an individualised plan for each Service User for food re-introduction for that Service User following a rescue package being implemented. The food re-introduction plan may be up to 6 weeks in duration.

Minimum session/engagement requirements

For the Face-to-Face Delivery Model, the Service must consist of defined sessions.

For the Digital Delivery Model the Service must consist of defined contacts or episodes of engagements between the Provider and the Service User. The minimum requirements of these defined contacts or episodes of engagement are set out in sections 3.2.8 and 3.2.9. Engagement methods that are relevant to the different Milestones are set out in Schedule 3A.

These episodes of engagement or contacts, that comply with the minimum requirements set out in section 3.2.8 and 3.2.9 (as applicable) and as referred to in Schedule 3A are referred to simply as episodes of engagement in this Service Speciation.

The minimum defined episodes of engagement are set out below.

Additional sessions (or, in the Digital Delivery Model, episodes of engagement) may be provided to support engagement, retention and achievement of intended outcomes.

The Provider must provide the following minimum sessions (or, in the Digital Delivery Model, episodes of engagement) with a Service User during the Service, constituting an overall minimum of 20 sessions (or, in the Digital Delivery Model, episodes of engagement):

- minimum of 8 sessions (or, in the Digital Delivery Model, episodes of engagement) in the first 12 weeks – these must take place weekly for weeks 1 – 4 (or more frequently at the discretion of the Provider), and fortnightly in weeks 5 – 12 (or more frequently at the discretion of the Provider);

- minimum of 4 sessions (or, in the Digital Delivery Model, episodes of engagement) in weeks 13-18 – these must take place weekly for weeks 13 – 14 (or more frequently at the discretion of the Provider), and fortnightly in weeks 15 – 18 (or more frequently at the discretion of the Provider); and

- minimum of 8 sessions (or, in the Digital Delivery Model, episodes of engagement) in weeks 19 – 52 (these must occur monthly or more frequently at the discretion of the Provider)

- weekly sessions (or more frequently at the discretion of the Provider) during a rescue package after week 19 (i.e. during the Weight Maintenance Phase). The Provider expressly acknowledges that the all of the minimum requirements set out in the three preceding bullet points still comply even where a rescue package is put in place.

For the avoidance of doubt, week 1 begins on the first day of the TDR Phase.

The first session of (or, in the Digital Delivery Model, the first episode of engagement within) the TDR Phase must not be undertaken at the same time as the Individual Assessment.

The Provider's achievement of Milestone 1 will be subject to the relevant Service Achievement Criteria, as set out in Part 1 of Schedule 3A.

The planned participation of a Service User in the Service should be 52 weeks in total from the first day of the TDR Phase.

Additional contact outside of the minimum sessions (or, in the Digital Delivery Model, episodes of engagement) to further engage and support Service Users, to encourage retention is encouraged.

If a Service User has missed a session (or, in the Digital Delivery Model, an episode of engagement), additional contact to explore any barriers to engagement, re-engage them and cover missed content is encouraged.

The Provider should consider how it ensures that Service Users are given appropriate support which is aligned to their needs, preferences and individual circumstances, including cultural context.

Service Users should be made aware of the availability of peer support throughout the intervention. If the Service User accepts the offer of peer support, this should be facilitated by the Provider.

Sessions (or, in the Digital Delivery Model, episodes of engagement) must be offered at a range of times and days (and, for the Face-to-Face Delivery Models, venues) and where logistically possible in accessible locations to maximise access to (and therefore uptake of) the Service, particularly for those of working age, from ethnic minority groups and from more socially deprived backgrounds.

Planned Pauses

If otherwise at risk of disengagement from the programme due to life circumstances or external factors, a planned pause by a Service User of up to 4 weeks can take place during any phase of the programme after the start of the TDR Phase. Where a pause is arranged, the Provider must share the details of the pause with the Service User's GP practice. If the Service User is not able to re-start the programme within 4 weeks of commencing the pause, the Service User should be discharged.

If, following discharge, the individual subsequently requests to re-start the programme, the Provider must inform the individual that they will need to be re-referred by their GP practice. If they had previously commenced the TDR Phase of the programme, they should be informed that they will not be accepted on to the programme until a period of 12 months has elapsed since the date that individual was discharged.

Where a Service User restarts the programme within 4 weeks after an agreed planned pause, the calculation of:

- that Service User’s progression on the programme;
- the Milestone 2 Period; and
- the Milestone 3 Period,

must not take into account the period of the pause. For example, if a Service User commences an agreed planned pause at the end of week 14 and the pause lasts 2 weeks, on re-starting the programme, the Service User should be treated as starting week 15 of the programme.

Where a Service User commences an agreed planned pause during a rescue package, the rescue package is treated as having ended on the commencement of the pause.

3.2.7 Content of sessions/episodes of engagement

The sessions (or, in the Digital Delivery Model, episodes of engagement) must support behaviour change, supporting compliance with TDR during the TDR Phase or during a rescue package. During the Food Re-introduction Phase and the Weight Maintenance Phase, the sessions (or, in the Digital Delivery Model, episodes of engagement) must provide information and practical tools on nutrition, behaviour change and weight management based on current national guidance as set out in section 4.1.

The content must consider the social and psychological support needed to support people to implement behaviour changes in environments which promote unhealthy behaviours.

The Provider must consider the relationship between the dietary treatment and the behavioural support as described in section 3.2.10 to ensure a coherent programme with logical progression.

For the Digital Delivery Model, the programme material should be designed to allow Service Users with different levels of knowledge and different approaches to learning to progress at different paces, with an appropriate reading age to optimise accessibility. This should include promoting self-directed learning.

The Provider must emphasise to Service Users the importance of continuing to attend for diabetes reviews at their GP practice, regardless of the outcome achieved with the Service.

3.2.8 Delivery of Sessions for the Face-to-Face Delivery Model

Where the Provider delivers the Face-to-Face Delivery Model to a Service User, it must comply with this section.

The Provider's service model must ensure that all of the minimum sessions set out in section 3.2.6 are delivered one to one, face-to-face in-person between a Service User and the Provider if the Service User so chooses. The Provider must ensure that the opportunity to have all minimum sessions provided one to one face-to-face in-person is made expressly clear to all Service Users.

Where there is evidence that it will support delivery and participant engagement, and where the Service User:

- declines a one to one face-to-face in-person session; or
- cannot attend a scheduled one-to-one, face-to-face in-person session; or
- expresses a clear preference (unaffected by any influence of the Provider) for a session to be delivered in a manner other than one-to–one, face-to-face in-person,

a session may be delivered through other delivery mechanisms that involve Provider and Service User contact (options include, but are not limited to, telephone calls or video calls). Any such delivery through other delivery mechanisms must be driven by Service User choice. The Provider must not seek to influence the Service User's choice of delivery mechanism for any session. Where a Service User chooses or prefers one-to–one, face-to-face delivery, the Provider must not require a Service User to have a session delivered through other delivery mechanisms. Whichever mode of delivery is used, the requirements for monitoring and recording weight, blood glucose and, where applicable, blood pressure, remain (although it is acceptable for such readings to be obtained through self-measurement if a session is not delivered face-to-face in-person). Regardless of whether a Service User chooses that one or more sessions are delivered through other mechanisms, the Provider must ensure that for each Service User, the majority of the minimum sessions are delivered one-to–one, face-to-face and in-person.

Further individual contact, in addition to the minimum sessions set out in section 3.2.6, may also be included to enhance engagement and retention. Where requested by the Service User, the Provider should support attendance by a family member or carer.

Service Users should be offered a choice of dates and times for sessions to encourage attendance and also to offer the opportunity to catch up where they have missed a session. This choice should be available throughout a Service User's participation in the Service. The Provider should consider the extent to which the intervention is delivered in a logical progression.

References to delivery of a session "in-person" in this section 3.2.8 means the session will be delivered with the Service User and the Staff delivering the session being physically present at the same location. The Commissioner may notify the Provider that all or some of the sessions must be delivered remotely i.e. with the Services User and the Staff delivering the session not being physically present at the same location but having contact through a suitable online platform such as MS Teams, Zoom or Skype or other similar platform ("Remote Delivery").

At any time during the Contract Term, on one or more occasions the Commissioner may at its absolute discretion require the Provider to change the method of delivery of the sessions to Remote Delivery or back from Remote Delivery to the in-person delivery, as the case may be.

If the Commissioner requires the Provider to change the method of delivery of the sessions to Remote Delivery, the Commissioner will notify the Provider in writing and the Provider will change

the method of delivery of the sessions as soon as reasonably practicable following receipt of the notification and in any event in accordance with any timescales specified in the notification. If the Commissioner requires the Provider to change the method of delivery of the sessions from Remote Delivery to in-person delivery, it shall give the Provider notification in writing and the Provider will change the method of delivery of the sessions no later than 3 months following receipt of the notification.

The Provider will ensure that at all times during the Term it has all necessary premises and equipment available to provide in-person delivery and Remote Delivery of the sessions and it will provide Service Users with such equipment if necessary to change the method of delivery of the sessions to Remote Delivery.

If the Commissioner requires the Provider to change the method of delivery of the sessions, the Provider will notify all affected Service Users of the change in writing as soon as reasonably practicable, including details of how they can attend/access sessions under the new method of delivery. If a Service User's first session is held via in-person delivery and the Commissioner requires the Provider to change the method of delivery of the sessions to Remote Delivery, the Provider will ensure that all Service Users that are affected by the change are given the option to continue to attend/access the sessions via Remote Delivery even if the Commissioner subsequently requires the Provider to change back to in-person delivery. If a Service User's first session is held via Remote Delivery following a requirement from the Commissioner that the Provider changes the method of delivery, the Provider will continue to provide the Service to that Service User via Remote Delivery for the duration of that Service User's participation in the Service even if the Commissioner subsequently requires the Provider to change the method of delivery to in-person Delivery.

For the avoidance of doubt, the Provider's consent is not required for the Commissioner to require the Provider to change the method of delivery of the sessions and General Condition 13 does not apply to such a change.

The Service Price (as defined in Schedule 3A) will not be varied as a result of the Commissioner requiring the Provider to change the method of delivery of the sessions.

3.2.9 Delivery of episodes of engagement for the Digital Delivery Model

The Provider must deliver the Digital Delivery Model in accordance with the following minimum requirements:

- The Provider must ensure that, in complying with the minimum engagement requirements detailed in section 3.2.6, there is contact between the Service User and Staff of the Provider at each episode of engagement.

- In addition to one-to-one episodes of engagement with the Service User, engagement may also be characterised by the interest and subjective experience of using the intervention, combined with the amount, frequency, duration and depth of usage. Such engagement might include: viewing materials, completing an education module or educational materials via a digital application or digital platform, completing a quiz, completing any active elements, use of tracking technology with associated data logged in the digital platform or application and, inputting self-monitoring data. For clarity, such engagement is in addition to one-to-one episodes of engagement and may not be used as a replacement for human coaching.

- Engagement would not include passive receipt of emails and other communications unless it could be demonstrated that these have been actively read through Service User feedback mechanisms embedded into the communication. Schedule 3A sets out the specific types of engagement methods that the Provider must ensure are used for payments to be claimed.

- The Provider must be able to demonstrate that their curricula/modules are designed to deliver engagement of Service Users for a minimum of twelve months.

- To ensure engagement is spread over twelve months, the Provider must ensure there are episodes of engagement at the frequency indicated in section 3.2.6. Schedule 3A (Local Prices) sets out the specific requirements that need to be met for payment.

- Subject to this section 3.2.9, access to the Service should be flexible to accommodate Service User preferences about accessing the Service at a time of their choosing and to work through content within the required frequency flexibly at their own pace.

3.2.10 Underpinning theory and development of approach

The Provider should be explicit regarding the behavioural change theory and techniques that are being used, and the expected mechanism of action of their intervention (Evans et al, 2022[1]).

This must utilise a behaviour change framework which is evidence based such as those from the Public Health England Behaviour Change Guide: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/738214/adult_weight_management_changing_behaviour_techniques.pdf.

The Provider must ensure that family, carer and/or household support is accommodated where this would be preferred by a Service User. The Provider should facilitate peer support for Service Users who have a preference for this.

The Provider must ensure that a multi-disciplinary team of health professionals or specialists relevant to the core components of the Service (i.e. Type 2 diabetes, behaviour change, weight loss, diet) is involved in development of the Service. These should include, as a minimum; a registered dietitian and registered health professional with specialist diabetes knowledge.

3.2.11 Training and Competencies for the Service

The Provider will ensure that the Service is delivered by suitably trained and competent individuals who are trained in delivery of behaviour change. The Provider will specify the type and level of qualification, training and / or competence to be expected. The Provider needs to demonstrate that these qualifications will ensure that front-line Staff are trained to deliver interventions in line with NICE PH49 (as set out in section 4.1) for overall behaviour change.

The Provider must ensure that all individuals involved in the delivery of the Service have sufficient and appropriate training and competencies required to deliver the actions and content of the Service, recognise individual needs and provide appropriate support including advice, techniques and signposting to other services. The Provider must manage confidential and sensitive personal identifiable data. This must include training in delivery of the Service. Training must be routinely monitored and updated as necessary, and suitable continued professional development strategies must be in place.

The Provider will ensure that all Staff adopt a person-centred, empathy-building approach in delivering the Service. This includes finding ways to help Service Users make changes by understanding their beliefs, needs and preferences and building their confidence.

The Provider must ensure that the Service is delivered in a way which is culturally sensitive to local populations, and flexible enough to meet the needs of Service Users with diverse needs. This includes adaptation of dietary advice and plans to the Service User's preferences and culinary traditions. Where reasonable and appropriate, the Provider will provide Services in languages to suit the needs of the local population.

Ideally staff delivering the Service will reflect the diversity of the population accessing the Service.

3.2.12 Clinical Training and Competencies for the Service

There is not a requirement for health professionals to deliver content of sessions (or, in the Digital Delivery Model, episodes of engagement), nor be involved in sessions (or, in the Digital Delivery Model, episodes of engagement). In discussions about physical activity taking place during the Weight Maintenance Phase, it would be beneficial to involve a qualified physical activity instructor trained in behaviour change in the design of the Service.

All Staff required to undertake weight, blood pressure and finger-prick blood testing must be appropriately trained to do so.

[1] https://pubmed.ncbi.nlm.nih.gov/36045887/

All Staff delivering the Service must be trained to appropriately recognise adverse events, including those relating to blood pressure or blood glucose levels, and safely respond where able and appropriate to do. Those delivering the intervention are required to promptly seek advice from the Provider's appointed Medical Director. This will include a requirement to appropriately interpret results and feedback to GP Practices if there is concern.

The Provider must have a Medical Director, who is available at all times, relevant to the delivery of the Service, to advise Staff and provide guidance on appropriate courses of action particularly in the case of an adverse event. The Medical Director must be a registered medical practitioner within the meaning of Schedule 1 of the Interpretation Act 1978 and must have an MRCP or MRCGP.

It is the role of the Provider's Medical Director in relation to adverse events, to:

- Respond appropriately to all adverse events;
- Respond and give advice about non-serious adverse events and side effects; and
- Appropriately record all adverse events, liaise with the relevant Service Users' GP practices as appropriate, and notify the Commissioner within the next regular monthly report of adverse events and side effects (unless the Provider's Medical Director considers the individual circumstances of the event necessitate earlier reporting).

Staff must also have undergone information governance training and have confidentiality clauses in their contracts of employment.

The Provider acknowledges and agrees that the Service involves training, teaching, instruction, assistance, advice and guidance provided wholly or mainly for adults receiving healthcare. The Commissioner therefore considers the Service to be regulated activity for the purposes of regulations governing the use of Enhanced DBS & Barred List Checks and the Provider must carry out Enhanced DBS & Barred List Checks in respect of all members of Staff engaged in the Service who are eligible for such checks and must not engage any such person in the Service who is barred from working with vulnerable adults or is otherwise unsuitable for working with vulnerable adults. The Provider must ensure that any Sub-contractor is subject to similar obligations.

3.2.13 Weight Loss

It is anticipated that the majority of the weight loss will be attained during the TDR Phase.

The Provider must, following the TDR Phase or any further period of TDR, i.e. rescue packages, work with Service Users to assess their dietary intake and support planning of sustainable dietary changes, to achieve a healthy balanced diet as set out in the current national guidance. If the BMI of the Service User has decreased below 21 kg/m^2 in people from White ethnic groups or below 19 kg/m^2 in people from Black, Asian and other ethnic groups as set out in section 3.2.6 under the heading "TDR Phase" above, the Provider must not support further weight loss.

Following the TDR Phase or any further period of TDR, i.e. rescue packages, the Provider must design approaches to support Service Users to maintain a healthier weight in line with NICE Guideline NG7.

3.2.14 Dietary content

Following the TDR Phase or any further period of TDR, i.e. rescue packages, the design and delivery of the curriculum must be underpinned by the UK Government dietary recommendations, acknowledging the findings of the Scientific Advisory Committee on Nutrition consultation (May 2021)[2]. The current recommendations are detailed in the Eat Well Guide[3]. The Eat Well Guide shows the proportions of the main food groups that form a healthy balanced diet. It promotes a diet high in fibre, fruit and vegetables and low in saturated fat, sugar and salt.

[2] SACN report: lower carbohydrate diets for type 2 diabetes - GOV.UK (www.gov.uk)
[3] Eatwell Guide can be accessed at https://www.nhs.uk/live-well/eat-well/the-eatwell-guide

The Provider must support Service Users to achieve the Government's dietary recommendations, using dietary approaches that are evidence based and sustainable in the longer term.

The Commissioner may vary the requirements in this section 3.2.14 if there is a change in the national guidelines. For the avoidance of doubt, the Provider's consent is not required for such variations and General Condition 13 does not apply to such variations.

Service Users should be supported to set individualised weight maintenance goals following the TDR Phase which may include setting tailored achievable short, medium and long term dietary and physical activity goals which help them to achieve their aims.

Dietary advice should reflect the culinary traditions of the populations in which the Service is being provided wherever possible (information on the populations is set out in the Local Service Requirements in Appendix 2 of this Schedule 2A).

3.2.15 Physical activity content

During the TDR Phase it is not recommended that additional physical activity is actively encouraged. However, following TDR, the Provider will support Service Users to undertake regular physical activity and aim to minimise or break-up extended periods of being sedentary, ultimately working towards achieving the UK Chief Medical Officer's physical activity recommendations: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/832868/uk-chief-medical-officers-physical-activity-guidelines.pdf.

The Provider will tailor the support provided as part of the Service to meet the needs, goals and capabilities of individual Service Users and care should be taken to set achievable goals in being active.

The Provider may incorporate into the Service, methods for self-monitoring to enable the Service User to capture individual-level change in weight, diet and physical activity. Methods may include the provision of, or integration with, wearable devices once the TDR Phase is complete.

The Provider must ensure that content of the Service is regularly reviewed and adjusted to stay up to date with government recommendations and new evidence.

3.2.16 Final Session/Episode of Engagement

The "Final Session" (or, in the Digital Delivery Model, the "Final Episode of Engagement") is defined as the last session or episode of engagement delivered by the Provider as part of the planned Service (for those Service Users still attending or participating).

As part of the Final Session or Final Episode of Engagement, the Provider must conduct a post intervention assessment of weight, wellbeing, and achievement of individual goals for all Service Users who attend or participate. Arrangements for collection of Service User feedback / customer satisfaction survey should be agreed. Details of the data to be reported are provided in Schedule 6A.

The Provider must again ensure that links are made with local or national activities and services, in order to provide support for Service Users to continue with improvements made to dietary and physical activity behaviours and body weight.

The Provider must ensure that Service Users are reminded about key sources of information and advice, such as the NHS website.

The Provider should make available support and advice post intervention to Service Users to encourage the maintenance of improved lifestyles.

3.2.17 Service User measurements through the Programme

Blood pressure

For Service Users who are prescribed medication which may lower blood pressure at the time of referral, blood pressure must be monitored by the Provider as follows;

- Blood pressure monitoring should be undertaken at every session (or, in the Digital Delivery Model, episode of engagement) with the Provider.

- Where the Face-to-Face Delivery Model is being delivered and a session is occurring face-to-face in-person, all required readings will be taken by the Provider at that face-to-face in-person session. If a session is being delivered through other mechanisms, all required readings may be obtained remotely e.g. through self-measurement

- For the Digital Delivery Model or where the Face-to-Face Delivery Model is subject to Remote Delivery, readings should be taken remotely using devices provided by the Provider, submitted to the Provider and reviewed as set out in this section.

- If Service Users go onto a rescue package the Provider must ensure weekly blood pressure monitoring over the duration of the rescue package.

The thresholds for action should be applied as follows:

- 89/59 mmHg or lower (systolic and/or diastolic) or postural symptoms – the Provider must contact the Service User's GP practice team. If symptoms are interfering with daily activities, same-day contact with the GP practice must be made (the Provider must contact the GP practice directly and the Service User must also be advised to contact their GP practice same-day);

- Between 90/60 and 159/99 mmHg – no additional action required, continue intervention;

- Between 160/100 and 179/119 mmHg (systolic and/or diastolic) over two sessions (or, in the Digital Delivery Model, two episodes of engagement) – the Provider must contact the Service User's GP practice;

- 180/120 mmHg or higher (systolic and/or diastolic) – there must be same-day contact with the Service User's GP practice (the Provider should contact the GP practice directly and the Service User must also be advised to contact their GP practice same-day);

- For avoidance of doubt, if a blood pressure reading could fit into two of the categories described above (such as 181/118 mmHg), action should be taken in line with the category prompting the most rapid response (in this case, same-day contact with the GP practice).

For the Digital Delivery Model, and any sessions being delivered as part of the Face-to-Face Delivery Model but which are not being delivered in-person (whether due to Service User choice or Remote Delivery required by the commissioner), blood pressure measurement may be arranged at venues or services nearby and convenient to Service Users or self-measurement may be used (with relevant equipment, training and support provided to the Service User by the Provider at the Provider's cost).

The Provider must use a validated device for the type of testing that they propose, and ensure that their workforce has received appropriate training to use the devices as specified, providing quality measurements. Guidance on appropriate monitors can be found here https://bihsoc.org/bp-monitors/.

Weight

Weight measurements must be taken at every session.

Where the Face-to-Face Delivery Model is being delivered and a session is occurring face-to-face in-person, all required readings will be taken by the Provider at that face-to-face in-person session.

For the Digital Delivery Model, and any sessions being delivered as part of the Face-to-Face Delivery Model but which are not being delivered in-person (whether due to Service User choice or Remote Delivery required by the commissioner), all required readings may be obtained remotely e.g. through self-measurement.

The baseline weight and height measurement should be recorded by the Provider at the first session (or, in the Digital Delivery Model, episode of engagement) of the TDR Phase.

BMI will be calculated at baseline and every time a weight measurement is taken. As set out in section 3.2.6, TDR should be stopped, with no further advice directed at weight loss, if BMI falls below 21kg/m^2 in people from White ethnic groups or below 19kg/m^2 in people from Black, Asian and other ethnic groups.

Data collection of weight measurements in face-to-face in-person sessions must be taken using appropriately calibrated scales (see PHE standard evaluation framework for weight management interventions for details of measurement of height and weight: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/685545/SEF_weight_management_interventions.pdf.

Scales used to measure weight where Face-to-Face Delivery Models are being used should meet Class III scales for levels of accuracy as per UK weighing federation guidance): http://www.ukwf.org.uk/res/medicalguidancenotes.pdf.

For the Digital Delivery Model, and where a session is being delivered as part of the Face-to-Face Delivery Model but which is not being delivered in-person (whether due to Service User choice or Remote Delivery required by the commissioner), the Provider will provide at its own cost scales to each Service User and home scale readings must be shared by Service Users with the Provider. Measurements must be taken at all sessions (or, in the Digital Delivery Model, episodes of engagement) as specified in this Service Specification, on the same device consistently (as appropriate). For all devices provided to Service Users by the Provider, the Provider must ensure that the device adheres to the error margins for Class IV scales (set out in Table 1 of the UKWF Guidance). The Commissioner acknowledges there may be limited options on the market for certified Class IV scales (particularly digital scales that are certified Class IV in the UK), so confirmation from the manufacturer that the scales adhere to the error margins for Class IV scales (set out in Table 1 of the UKWF Guidance) is acceptable, in place of the official certification.

If Service Users go on a rescue package at any stage during the Service, the Provider must ensure weekly weight measurement recording and reporting for the duration of the rescue package.

Blood glucose testing

For all Service Users, finger prick capillary blood glucose testing should be monitored by the Provider as follows;

- Finger prick capillary blood glucose testing should be undertaken at every session with the Provider;
- Where the Face-to-Face Delivery Model is being used and a session is occurring face-to-face in-person, all required readings will be taken by the Provider at the relevant session. For the Digital Delivery Model, and where a session is being delivered as part of the Face-to-Face Delivery Model but which is not being delivered in-person (whether due to Service User choice or Remote Delivery required by the commissioner), all required readings will be submitted by the Service User to the Provider and reviewed as set out in this section;
- If Service Users go onto a rescue package the Provider must ensure weekly blood glucose monitoring over the duration of the rescue package.

The thresholds for action should be applied as follows:

- Under 15 mmol/l – no additional action required, continue intervention;
- Between 15.0 - 19.9 mmol/l over 2 Sessions – the Provider must contact the Service User's GP practice;

- 20.0 mmol/l or higher – there must be same-day contact with the Service User's GP practice team (the Provider must contact the GP practice directly and the Service User must also be advised to contact their GP practice same-day).

Finger prick blood glucose testing may be arranged at venues or services nearby and convenient to Service Users or self-measurement may be used for the Digital Delivery Model, and where a session is being delivered as part of the Face-to-Face Delivery Model but which is not being delivered face-to-face in-person (whether due to Service User choice or Remote Delivery required by the commissioner), with relevant equipment, training and support provided to the Service User by the Provider at the Provider's cost.

When selecting blood glucose meters the Provider should ensure that the selected meter meets current International Organization for Standardization (ISO) standards for blood glucose meters (ISO15197)[4] and that choice is aligned with locally agreed provision of blood glucose meters on the NHS.

The CQC's guidance on the diagnostic and screening procedure regulated activity confirms that non-ambulatory blood pressure monitoring and blood tests carried out by means of a pin prick test are excluded from the registration requirements for this regulated activity. However, the Provider must satisfy itself as to whether CQC registration is required for any action that it undertakes.

3.2.18 Discharge from the Service

The Service User is "Discharged" from the Service in the following circumstances:

- If, after the Provider contacts an individual following referral, the individual does not respond to the Provider after one calendar month from referral provided that the Provider has made a minimum of three attempts to contact the individual, and used various communications channels as set out in section 3.2.4 above;
- If, after the Provider contacts an individual following referral, the individual indicates that they do not accept the Service;
- If, after the Provider contacts an individual following referral, the individual indicates that they accept the Service, and do not complete an Individual Assessment within 90 days of referral;
- If, after the Service User has accepted the Service but fails to attend or participate in a scheduled and agreed Individual Assessment, an Individual Assessment has not been completed within one calendar month of the date the Service User failed to attend or participate in the scheduled and agreed Individual Assessment;
- If, following an Individual Assessment the individual:
    - does not attend or participate in a first session (or, in the Digital Delivery Model, episode of engagement) where the Provider has offered the session (or, in the Digital Delivery Model, episode of engagement) on three separate occasions at times (and for the Face-to-Face Delivery Model, venues) suitable to the individual; or
    - does not attend the first session (or, in the Digital Delivery Model, episode of engagement) within 90 days of the Individual Assessment;
- If, during the TDR Phase, it is established that the Service User is not complying, or unable to comply, with the requirements of the Service;
- If, whilst participating in the Service, an adverse or concurrent event occurs of sufficient severity that it would no longer be appropriate for the Service User to continue on the Service;

[4] https://www.iso.org/standard/54976.html

- If a Service User becomes pregnant whilst participating in the Service, the Service User should be discharged from the Service to the care of her GP practice. It must be made clear to pregnant women that weight loss or dieting during pregnancy is not advised;

- When a Service User informs the Provider they no longer wish to participate in the Service;

- If, during the first 2 weeks of the TDR Phase, it is established that a Service User cannot tolerate the TDR products;

- If, during the first four weeks of the TDR Phase, a Service User misses a session (or, in the Digital Delivery Model, episode of engagement) (or there is no recorded engagement for one week) without prior notification to the Provider and the Service User does not make contact within one week; or the Service User is not successfully contacted by the Provider within one week and the Provider has made a minimum of three attempts to contact the Service User using at least two of the following means of communication: letter, phone call, text message or email;

- If, during the TDR Phase after the first four weeks or during a rescue package, a Service User misses a session (or, in the Digital Delivery Model, episode of engagement) (or there is no recorded engagement for two weeks) without prior notification to the Provider and the Service User does not make contact within two weeks, or is not successfully contacted by the Provider within two weeks following a minimum of three attempts to contact the Service User using at least two of the following means of communication: letter, phone call, text message or email;

- If, after planned pause agreed in accordance with section 3.2.6, a Service User does not re-start the programme within 4 weeks of commencing the pause;

- If, during the Food Reintroduction and Weight Maintenance Phases, if a Service User misses a session (or, in the Digital Delivery Model, episode of engagement) (or there is no recorded engagement for four weeks) without prior notification to the Provider and the Service User does not make contact within four weeks, or is not successfully contacted by the Provider within four weeks following a minimum of three attempts to contact the Service User using at least two of the following means of communication: letter, phone call, text message or email;

- If a Service User does not submit measurements of the same type (weight, blood glucose, or blood pressure if applicable) at two consecutive sessions set out in section 3.2.17 where the Service User is required to submit them and the Provider has made a minimum of three attempts to contact the Service User to obtain each such measurement using at least two of the following means of communication: letter, phone call, text message or email;

- On completion of the Final Session or Final Episode of Engagement (or once the Final Session or Final Episode of Engagement has been delivered). Once the Final Session or Final Episode of Engagement is completed then the Service User is discharged automatically regardless of the number (or percentage) of sessions attended or episodes of engagement participated in.

The Provider must notify the Service User's GP practice that the Service User has been discharged. The length of time the Service User participated, the stage of the intervention reached, and the initial and most recent weight measurements should be communicated, as well as the reason for discharge. If the Service User has been discharged during the TDR Phase and any medication changes were made on the first day of TDR, the GP practice must be asked to arrange review to consider restarting medication using the template letters provided by the Commissioner.

Where an individual has previously started TDR and has subsequently been discharged from the programme for any reason, the Provider will not accept a re-referral of that individual until at least 12 months have elapsed since the date they were previously discharged.

Discharge Requirements

If a Service User had started the TDR Phase but is discharged before the TDR Phase is completed, the Provider must provide the Service User and the GP practice with a letter of discharge in accordance with the template letters provided by the Commissioner. Unless otherwise specified in these template letters, if any medication were stopped on the first day of TDR, the letter should advise the Service User to make contact with their GP practice within two Operational Days to arrange a review to discuss the potential need to restart medication (determination of the required urgency of such a review will be up to the GP practice), or if no medications were stopped on the first day of TDR, the letter should advise the Service User to make contact with their GP practice within 4 weeks for a routine review. Similarly, the letter of discharge to the GP practice must reflect this advice.

Unless otherwise specified in the template letters, if discharge occurs once the TDR Phase has been completed, the letter of discharge must advise the Service User to make contact with their GP practice within 4 weeks for consideration of a repeat blood tests and a routine review. Similarly, the letter of discharge to the GP practice must advise the GP practice to consider repeat blood tests and a routine review.

The Provider must comply with any template letters or discharge communication content that the Commissioner notifies the Provider must be used.

The Provider must comply with relevant clinical codes associated with data items and include clinical codes in all notifications as specified by the Commissioner under the Contract.

3.2.19 Links to other services

The Provider must ensure that links are made with existing local networks and partnerships throughout the development and delivery of the Service. This could include, for example, leisure and public health services, departments within Local Authorities, the NHS website, and local “Exercise on Referral” schemes.

3.3 Marketing of the Service

The Provider must undertake marketing and promotional activity in conjunction with the local health system to advertise the existence of the Service, with a view to raising awareness of the eligibility criteria and the availability and benefits of the Service amongst local GP Practices and to people in the geographical area covered by the Contract and eligible for the service who may benefit from participating in the NHS T2DR Programme. Any marketing or promotional activity must be designed to target groups in the community which are currently less likely to access services and encourage them to find out more about and attend or participate in the Service.

In marketing the Service, the Provider must conform to any guidelines on social marketing of the Service under the Contract, for example to ensure alignment of messaging with any wider social marketing campaigns being undertaken in relation to diabetes, or health promotion more generally. This includes using any branding guidelines developed by the Commissioner specifically for this Service.

Providers must NOT use personal information provided to them by GP practices to target individuals directly.

3.4 Intellectual Property

For the avoidance of doubt, notwithstanding General Condition 1.2, the Parties expressly agree that this section 3.4 shall take precedence over General Condition 22 in respect of Intellectual Property.

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

The Provider grants the Commissioner a fully paid-up non-exclusive licence to use Provider IPR for the purposes of the exercise of its functions and obtaining the full benefit of the Services under this Contract, which will include the dissemination of best practice to commissioners and providers of health and social care services.

The Commissioner grants the Provider a fully paid-up non-exclusive licence to use Commissioner IPR under this Contract for the sole purpose of providing the Services.

In the event that the Provider or the Commissioner at any time devise, discover or acquire rights in any Improvement it or they must promptly notify the owner of the IPR to which that Improvement relates giving full details of the Improvement and whatever information and explanations as that Party may reasonably require to be able to use the Improvement effectively and must assign to that Party all rights and title in any such Improvement without charge.

Any IPR created by the Commissioner in the exercise of its licence rights under this Contract will be owned by the Commissioner.

The Provider must disclose all documents and information concerning the development of Best Practice IPR to the Commissioner at Review Meetings and must grant the Commissioner a fully paid-up, non-exclusive perpetual licence to use Best Practice IPR for the purpose of the exercise of its functions together with the right to grant sub-licences to Public Health England and any Participating Commissioner for the purpose of the exercise of their respective functions.

“Best Practice IPR” in this section 3.4 means any IPR developed by the Provider including Improvements to such IPR in connection with or as a result of the Services.

“Improvement” in this section 3.4 means any improvement, enhancement or modification to Commissioner IPR, Provider IPR or Best Practice IPR (as the case may be) which cannot be used independently of such IPR.

"IPR" in this section 3.4 means inventions, copyright, patents, database right, domain names, trade marks, module names, rights in computer software, database rights, rights in get-up, goodwill and the right to sue for passing off, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights.

“Participating Commissioner” in this section 3.4 means a clinical commissioning group or local authority in relation to whose geographical area the Services are delivered.

“Provider IPR” in this section 3.4 means any IPR owned by or licensed to the Provider (other than by the Commissioner) that will be used by the Provider in the delivery of the Services (as set out in Appendix 3 of this Schedule 2A), including Improvements to such IPR.

The Provider shall ensure and procure that the availability, provision and use of the Service and the performance of the Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

The Provider shall during and after the Contract Term indemnify the Commissioner against all Losses incurred by, awarded against or agreed to be paid by the Commissioner (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim. An IPR Claim is defined as any claim of infringement or alleged or threatened infringement by a third party (including the defence of such infringement or alleged or threatened infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Provider (or to which the Provider has provided access) to the Commissioner in the fulfilment of its obligations under this Contract.

If an IPR Claim is made, or the Provider anticipates that an IPR Claim might be made, the Provider may, at its own expense and sole option, either:

- procure for the Commissioner the right to continue using the relevant IPR which is subject to the IPR Claim; or
- replace or modify the relevant deliverable with non-infringing substitutes provided that:
    - the performance and functionality of the replaced or modified deliverable is at least equivalent to the performance and functionality of the original deliverable; and

- there is no additional cost to the Commissioner.

If the Provider elects to procure a licence or to modify or replace a deliverable pursuant to the provision above but this has not avoided or resolved the IPR Claim, then:

- the Commissioner may terminate this Contract by written notice with immediate effect; and
- without prejudice to the indemnity set out above, the Provider shall be liable for all reasonable and unavoidable costs of the substitute deliverables and/or services including the additional costs of procuring, implementing and maintaining the substitute deliverables.

3.5 Cyber Essentials

The Provider has and will maintain certification under the HM Government Cyber Essentials Scheme (basic level) until such time as the Provider obtains Cyber Essentials Plus certification in accordance with the provision below.

The Provider shall, as soon as is reasonably practicable after the Services Commencement Date, obtain certification under the HM Government Cyber Essentials Scheme to the level of Cyber Essentials Plus and maintain such certification for the Contract Term.

3.6 Digital Technology Assessment Criteria

The Provider must ensure that the Service, when provided via the Digital Delivery Model complies with the requirements of the Digital Technology Assessment Criteria ("**DTAC**") and ensure that the Service is updated if requirements of the DTAC are updated.

3.7 Government Digital Service Technology Code of Practice

The Provider must ensure that the Service adheres to the requirements of the Government Digital Service Technology Code of Practice, which is currently available at:

https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice

3.8 Identity Verification and Authentication Standard for Digital Health and Care Services

If the Provider's Digital Service is by its nature a service to which NHS Digital's "Identity Verification and Authentication Standard for Digital Health and Care Services" applies, then the Provider is required to ensure it adheres to this standard. Please refer to the Standard for applicability:

https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/dcb3051-identity-verification-and-authentication-standard-for-digital-health-and-care-services.

The Provider agrees to provide evidence of adherence to the standard to the Commissioner on request.

3.9 Information Governance

The Provider will submit the "Data Output Specification" document in Schedule 6A to the commissioning support service specified by the Commissioner and in the manner specified by the Commissioner.

The Provider will invite all individuals they have contacted following referral and all Service Users to agree be contacted for the purpose of service evaluation and record their consent where given. The Commissioner will specify this proportion of Service Users and also the timing and manner of the invitation.

The Provider will respect any request by a Service User not to disclose information that identifies them in the documents indicated above.

For the avoidance of doubt, the requirements above are in addition to the information governance requirements set out elsewhere in this Contract.

3.10 Additional Service Delivery Requirements

The Provider must:

- provide the Service in the following geographical area – [to be set out here on Contract award]
- ensure that the number of Service Users who achieve Milestone 1 (as defined in Schedule 3A) does not exceed [to be set out here on Contract award] during the Contract Term. This number is the "Intervention Cap" for the purposes of Schedule 3A;
- work with the local health system to agree and implement a strategy for managing demand within the Intervention Cap;
- ensure that no Service User is invited to participate in the Service after a period of two years has elapsed since the Effective Date. This period is the "Intervention Period" for the purposes of Schedule 3A;
- actively monitor and report to the Commissioner and local health systems, the number of Service Users who achieve Milestone 1 on the Service throughout the Contract Term; and
- notify the Commissioner as soon as reasonably practicable where the number of Service Users achieving Milestone 1 (as defined in Schedule 3A) is predicted to exceed the Intervention Cap.

The Commissioner may at its discretion either:

- vary the Intervention Cap and/or the Intervention Period; and/or
- notify the Provider that it will not vary the Intervention Cap and/or the Intervention Period.

Where the Commissioner varies the Intervention Cap and/or Intervention Period it will notify the Provider and the Provider shall comply with the variation.

For the avoidance of doubt:

- the Provider's consent is not required for such variations and General Condition 13 does not apply to such variations; and
- varying the figures for the purpose of this section 3.10 includes increasing or decreasing the relevant figure.

The Provider will not be paid for the Service provided to any additional Service Users:

- invited to participate in the Service once the Intervention Cap has been reached in accordance with paragraph 2 of Part 1 of Schedule 3A; and/or
- invited to participate in the Service once the Intervention Period has expired in accordance with paragraph 2 of Part 1 of Schedule 3A.

The Contract Term will be the period from the Effective Date to the day after which the Provider submits the data submission for the last Service User being provided with the Service who completed the Final Session or Final Episode of Engagement or other such day as agreed in writing between the Parties.

3.11 Transition

Prior to expiry or termination of this Contract, a new provider may be preparing to deliver similar services under a contract that the Commissioner has newly put in place. In such a situation, there will be a period during which the Provider is winding down its delivery of the Service under this

Contract (i.e. it will not be accepting any new referrals to its service) and a new provider is commencing delivery of their service.

This period is referred to as a "Transition Period". This section 3.11 sets out obligations on the Provider who is winding down its delivery of the Service. During a Transition Period the Provider will comply with the relevant obligations set out below.

The aim during the Transition Period is that:

- General Practice engagement is maintained and a steady flow of referrals continues;
- A high quality of service is provided to service users regardless of which provider's service they are referred to, or enrolled on; and
- There is an orderly wind down by the Provider and a smooth mobilisation and commencement of delivery of the service by the incoming provider.

Subject to the other requirements of this section 3.11, the Provider is responsible for delivering the Service to all Service Users who have been invited to participate as defined in this Contract, within the Intervention Cap and the Intervention Period specified in this Contract. The Provider must maintain high levels of engagement with Service Users throughout the Transition Period, and ensure that there is a sustainable workforce and delivery model to manage the Transition Period.

During the Transition Period, there will likely be individuals who have been referred to the Provider but who have not yet been invited to participate prior to the Intervention Period expiring. Such individuals will be transferred, in compliance with Data Protection Legislation, by the Provider to the incoming provider. Individuals who will not or have not achieved Milestone 1 by the 2 month anniversary of the expiry of the Intervention Period will also be transferred by the Provider to the incoming provider unless those individuals will achieve Milestone 1 on the next submission of the Data Output Specification to the Commissioner following the 2 month anniversary.

The Provider is responsible for complying with relevant Data Protection Legislation and the duty of confidentiality throughout the transfer process.

The Provider shall provide to the incoming provider details on waiting lists of individuals and current session delivery locations to support sustainability of service delivery and the Provider is required to attend joint planning meetings with the incoming provider throughout the Transition Period to support operational delivery. The Provider will continue to provide data to the local health system and will provide an operational point of contact until all Service Users being provided with the Service have either completed participation in the Service or have been discharged.

3.12 Review meetings

Review meetings between the Provider and the Commissioner in accordance with General Condition 8 of this Contract shall be conducted on behalf of the Commissioner by any person nominated by the Commissioner to act on its behalf. References to the “Commissioner” in the context of Review Meetings shall be construed accordingly.

The Provider will attend monthly meetings (whether in person or remotely) with the Commissioner Representative to discuss progress of the delivery of the Services and any key issues arising. The matters to be discussed at such meetings shall be as agreed between the Provider and the Commissioner Representative. Such meetings shall be held in addition to Review Meetings (which shall be held on a quarterly basis). The Provider will agree a written record of the key outputs from such meetings with the Commissioner Representative and provide a copy of such record to the Commissioner Representative within one month of the relevant meeting.

Unless agreed otherwise by the Parties, at least one week in advance of these meetings the Provider will deliver to the Commissioner the performance reports detailed in Schedule 6A, in the format described.

The Provider will attend monthly meetings (as a minimum; whether in person or remotely) with local lead partner organisations, in whose areas the Services are delivered, to review progress and address any specific local issues relating to the delivery of the Services. These may include the rate

of referrals to the Services, uptake rates, issues with the referral process or service delivery, and equity of access, uptake, retention and outcomes (particularly in relation to inequity by ethnicity and socioeconomic deprivation), and any other matters as either the Provider or the relevant local partner organisations considers relevant to the Services. Appropriate analysis and reporting of performance relating to the programme in the local health system should be made available, with particular focus on exploring and addressing inequalities. The Provider will agree a written record of the key outputs from such meetings with the local partner organisations and provide a copy of such record to the Commissioner Representative within one month of the relevant meeting. Such meeting records will be reviewed at Review Meetings between the Provider and the Commissioner.

At least one week in advance of these meetings, the Provider will deliver to the local lead partner, the data and performance reports detailed in Schedule 6A, in the format described.

3.13 Evaluation and Quality Assurance

The Provider will participate fully in any Quality Assurance processes defined by the Commissioner and co-operate in undertaking ad-hoc audits and reviews as requested by commissioners in a timely manner. This will include the submission to commissioners of:

- Agreed data and reports from external quality assurance schemes
- Self-assessment questionnaires / tools and associated evidence.

The Provider will also participate in evaluations of the Service commissioned by or approved by the Commissioner.

The Provider must ensure that a process is in place to obtain Service User feedback, such as through use of the Family and Friends Test and a system is in place for how that feedback is considered and actioned.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

The Provider will deliver the Service in accordance with all relevant clinical guidelines and other guidance and publications published nationally, in particular:

- The Provider will deliver the Service in accordance with all relevant clinical guidelines and other guidance and publications published nationally, in particular:
    - NICE NG 28 Type 2 Diabetes in Adults: Management (2022)
    - NICE NG 7 Preventing excess weight gain
    - NICE PH 42 Obesity: working with local communities (2012)
    - NICE PH 6 Behaviour change: the principles for effective interventions (2007)
    - NICE PH 49 Behaviour change: individual approaches (2014)
    - NICE PH 44 Physical activity: brief advice in primary care (2012)
    - NICE PH 41 Physical activity: walking and cycling (2013)
    - NICE CG 43 Obesity: Guidance on the prevention of overweight and obesity in adults and children (2006 and updated 2015)
    - NICE PH 53 Managing overweight and obesity in adults – lifestyle weight management services (2014)
    - NICE PH 46 BMI: preventing ill health and premature death in black, Asian and other minority ethnic groups (2013)

- Eatwell Guide (2016)
- NICE NG 183 Behaviour change: digital and mobile health interventions (2020)

5. Applicable quality requirements

5.1 Applicable Quality Requirements

The Quality Requirements applicable to the Service are set out in Schedule 4.

5.2 Equity and access

In the delivery of the Service the Provider must comply with the obligations placed on the Commissioner by section 13G of the NHS Act 2006 (due regard to the need to reduce health inequalities) and section 149 of the Equality Act 2010 as if those obligations applied directly to the Provider;

The Provider must promptly provide such co-operation to the Commissioner as the Commissioner reasonably requests regarding the Commissioner's discharge of its duties under section 13G of the NHS Act 2006 and section 149 of the Equality Act 2010; and

The Provider will complete an annual Equality and Health Inequalities Impact Assessment (E&HIIA) and action plan to challenge discrimination, promote equality, respect Service Users' human rights and to reduce health inequalities in access to services and outcomes. The E&HIIA and action plan shall be provided to the Commissioner on the Effective Date and each anniversary of the Effective Date. Progress against the action plan will be reported by the Provider to the Commissioner on a Quarterly basis at the relevant Review Meeting.

The Provider must at all times adhere to all relevant health and safety and security Law in providing the Services.

Schedule 3 Service Specification

Appendix 1

Tender Response Document

The Parties acknowledge that:

- for a Contract, the successful bidder's Mini-Competition response will be added to Appendix 1 of the Specification that is included in the Contract; and
- the Provider's tender response to the Framework procurement is included at Schedule 4 of this Agreement.

Schedule 3 Service Specification

Appendix 2

Local Service Requirements

The Parties acknowledge that:

- the document included in this Appendix 2 to Schedule 3 of this Agreement is a template prospectus setting out the Local Service Requirements;
- for each Contract, a version of this prospectus will be populated with information relating to the population to whom Services under the Contract are to be provided and included as part of the Mini-Competition ITT documentation;
- for a Contract, the relevant prospectus will be added to Appendix 2 of the Specification that is included in the Contract; and
- the Commissioner reserves the right to amend the format and the content of the prospectus for each Contract opportunity and, within a Mini-Competition Procedure, at any time prior to award of a Contract.

NHS Type 2 Diabetes Path to Remission Programme

ICB / ICS Prospectus

[ICB / ICS full name]

1.0 ICB/ ICS information	
1.1 ICB / ICS full name	XXX
1.2 Governance arrangements	

2.0 ICB / ICS Partnership Geography	
2.1 Geographical spread	
2.2 Urban/Rural	
2.3 Transport links and car usage	
2.4 Any challenges with digital access – e.g. specific areas lacking broadband availability	

3.0 ICS Partnership Demographics	
3.1 State the total population numbers in each	

<table>
<tr><td>age group, by gender and Place Level

Please segment according to the locally available data.</td><td>
<table>
<tr><th>Place Level</th><th>Age Group</th><th>Female</th><th>Male</th></tr>
<tr><td rowspan="6"></td><td></td><td></td><td></td></tr>
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</td></tr>
<tr><td>3.2 Set out the most prevalent non-English speaking languages across the ICB / ICS footprint, including a list of the top 5 non-English speaking languages</td><td></td></tr>
<tr><td>3.3 Set out the main ethnicities, cultural needs and/or other population groups present within the ICB / ICS partnership that may require the intervention to be tailored</td><td></td></tr>
<tr><td>3.4 Describe any population segments in your area with poorer health outcomes (i.e. those subject to the greatest inequalities) and outline how you would work</td><td></td></tr>
</table>

<table>
<tr><td>with the provider to improve outcomes in these groups.

Consider population groups and geography</td><td></td></tr>
<tr><td>3.5 Type 2 diabetes prevalence</td><td>
<table>
<tr><th>Place Level</th><th>Type 2 Diabetes Prevalence (%)</th></tr>
<tr><td></td><td></td></tr>
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</table>
</td></tr>
<tr><td>3.6 Numbers identified as potentially eligible for the NHS T2DR Programme

Please detail your approach in estimating this – e.g. use of system-level searches and which criteria were used</td><td>
<table>
<tr><th>Place level</th><th>Numbers identified as potentially eligible for the NHS T2DR Programme</th></tr>
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</td></tr>
</table>

3.7 Existing local provision of locally commissioned Total Diet Replacement (TDR), other Low Calorie Diet (LCD) / type 2 diabetes remission programmes **Please explain current plans for this locally commissioned service in the context of the NHS T2DR Programme launching in your area – e.g. whether it will continue to operate and, if so, how you will avoid overlap of the eligible population**	

4.0. Intervention allocation and monthly profiling	
4.1 Intervention allocation to the ICB / ICS for the 2 year contract	

Year 1	Year 2	Total

4.2 Monthly referral profiling based on an uptake rate of 65%.	**Year 1** **M1 | M2 | M3 | M4 | M5 | M6 | M7 | M8 | M9 | M10 | M11 | M12** **Year 2** **M1 | M2 | M3 | M4 | M5 | M6 | M7 | M8 | M9 | M10 | M11 | M12**
4.3 How will the ICS/ ICB plan to manage referral flow to align with profile while taking into account provider capacity and delivery considerations – i.e. what actions you will take to adjust referral activity, as may be indicated, during the contract? **If you need to increase referral activity, how would this be accomplished?** **Describe any incentive schemes you may have planned.**	

5.0. Planned mobilisation and transition	
5.1 Outline the details of how the ICB / ICS will work with existing and/ or	

new NHS T2DR providers to ensure successful mobilisation/ seamless transition of services. **Please outline how you will support the provider to identify secure resources and venues.**	

6.0 Delivery plans	
6.1 Communications, engagement and training	
6.2 Primary care data systems used across the ICB / ICS	

7.0 Additional Information	
7.1 Other specific factors which a provider would need to consider in order to develop a service in this area (if not covered elsewhere in the prospectus)	

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Schedule 3

Appendix 3

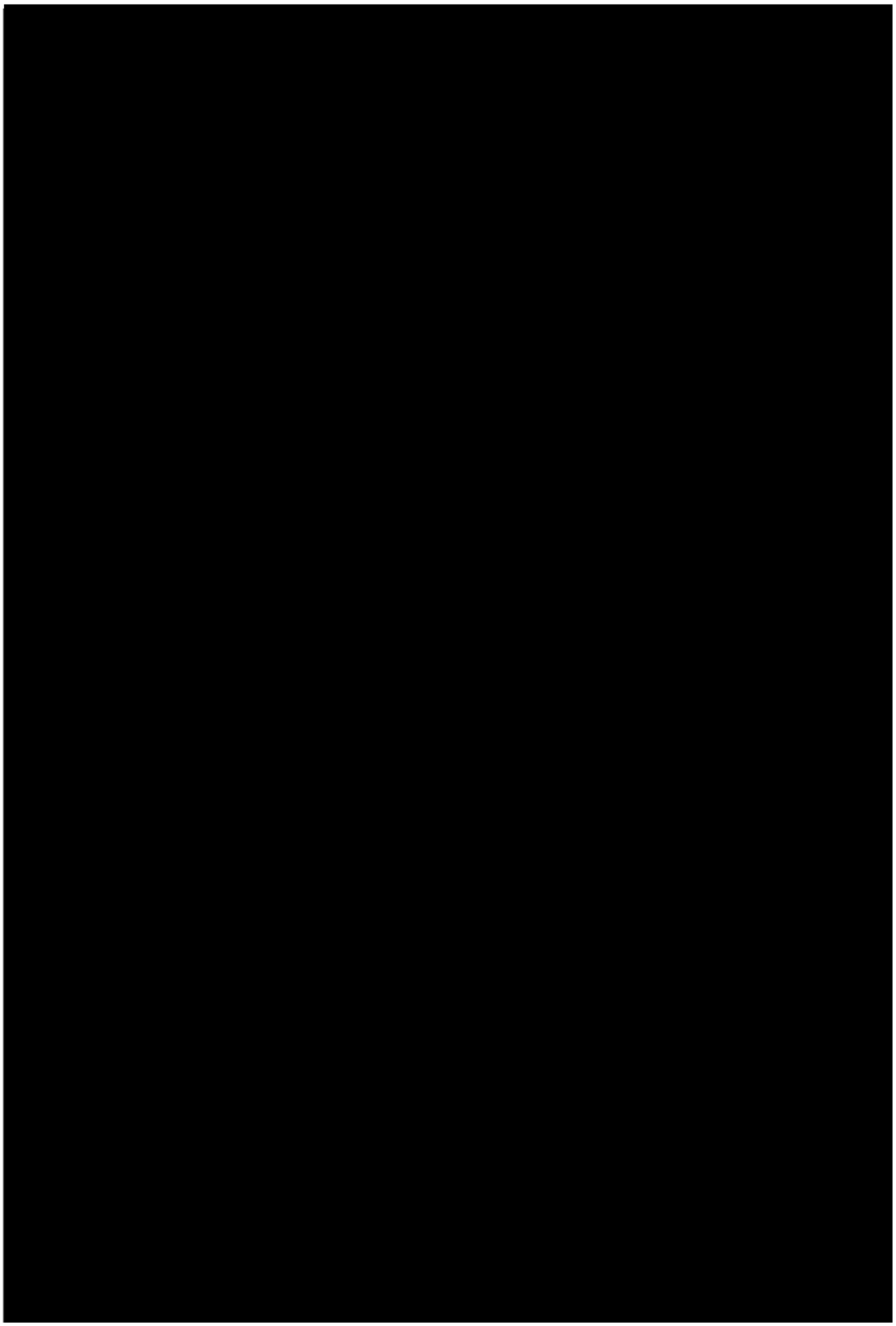
Provider IPR

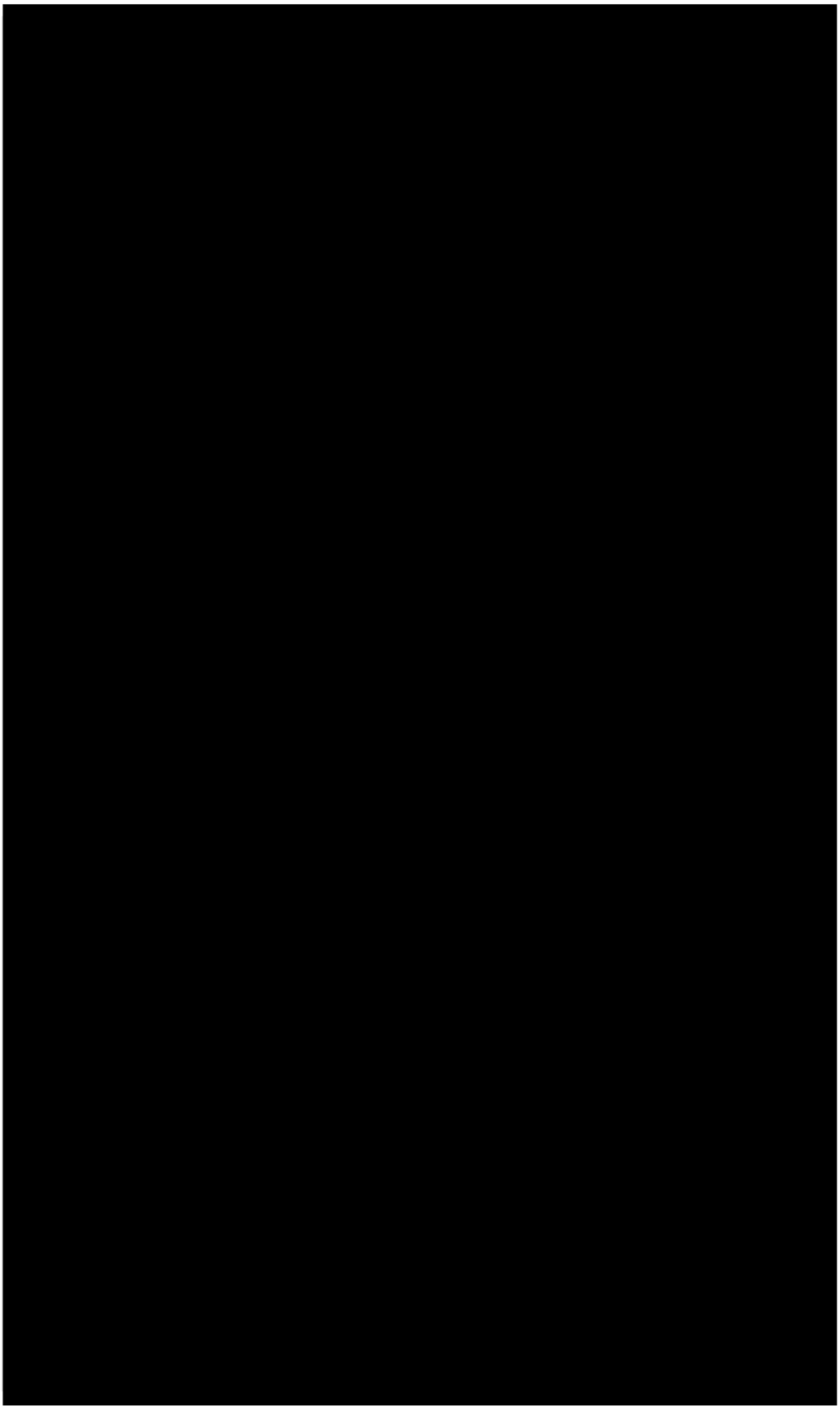
The Parties acknowledge that the Provider's IPR that is relevant to the provision of Services will be added to Appendix 3 of the Specification that is included in the Contract.

SCHEDULE 4

Tender Response Document

The Parties acknowledge that all references to NHS Low Calorie Diets Programme or NHS LCD Programme in this Schedule 4 should be read as references to the NHS Type 2 Diabetes Path to Remission Programme.





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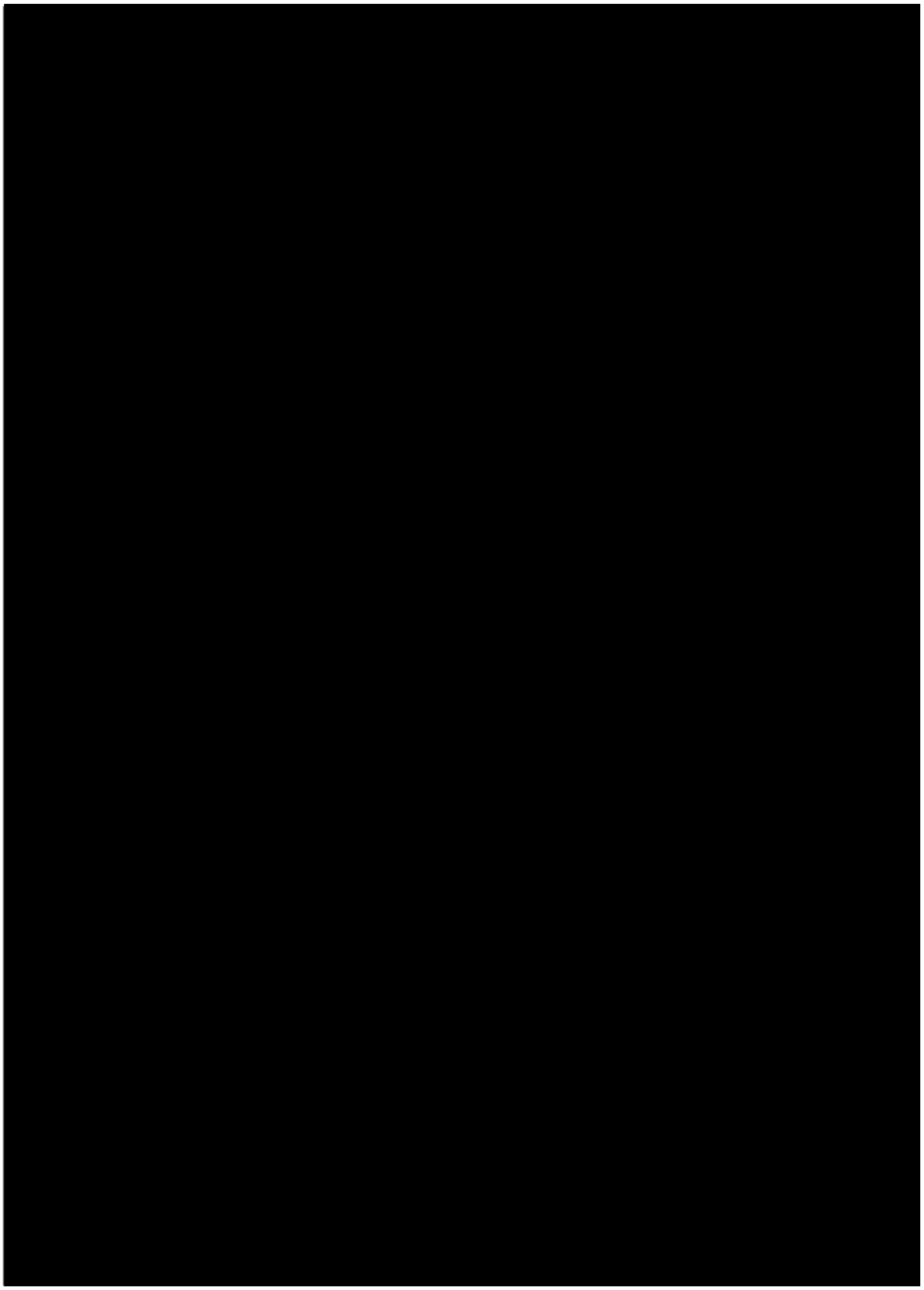

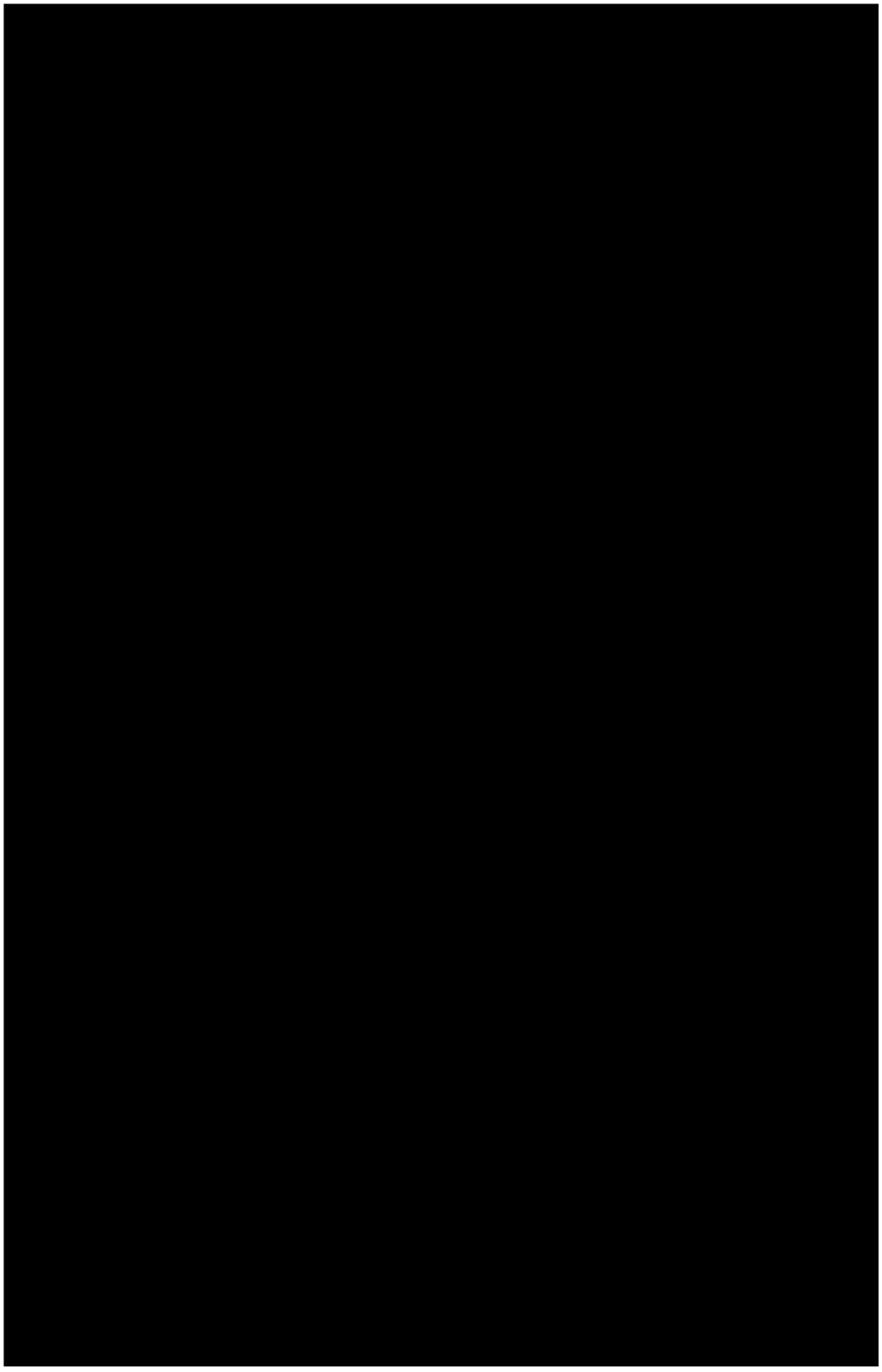

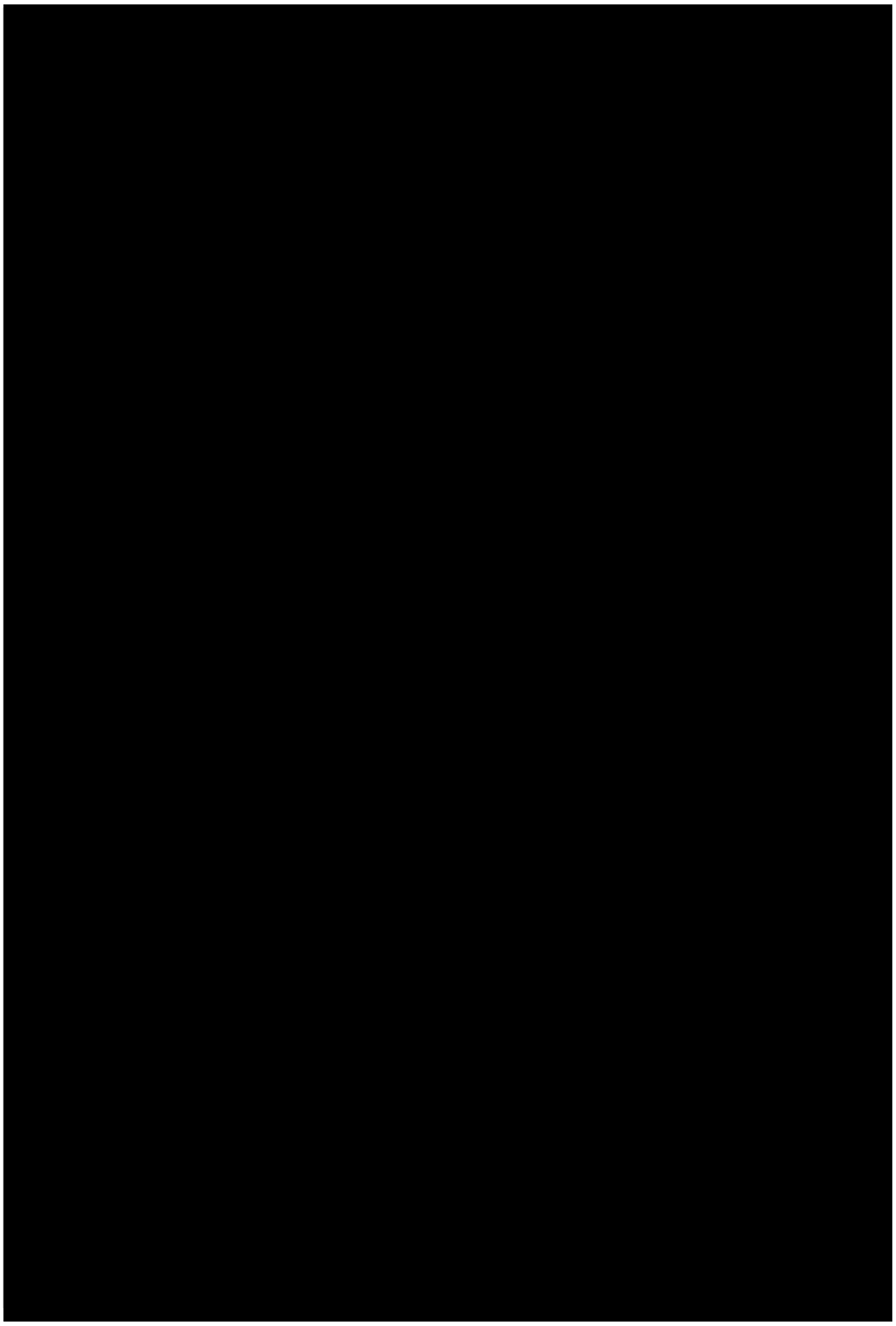

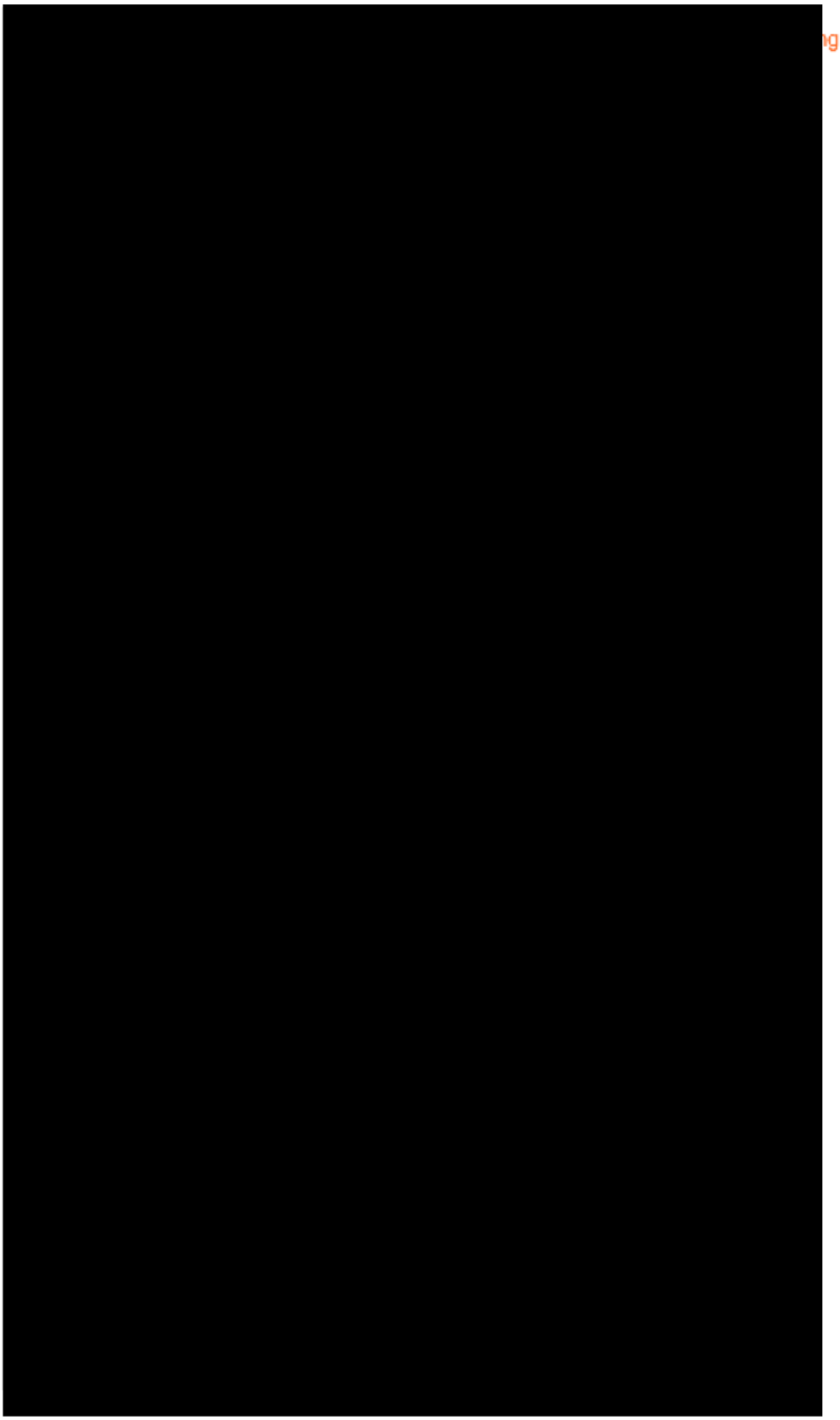

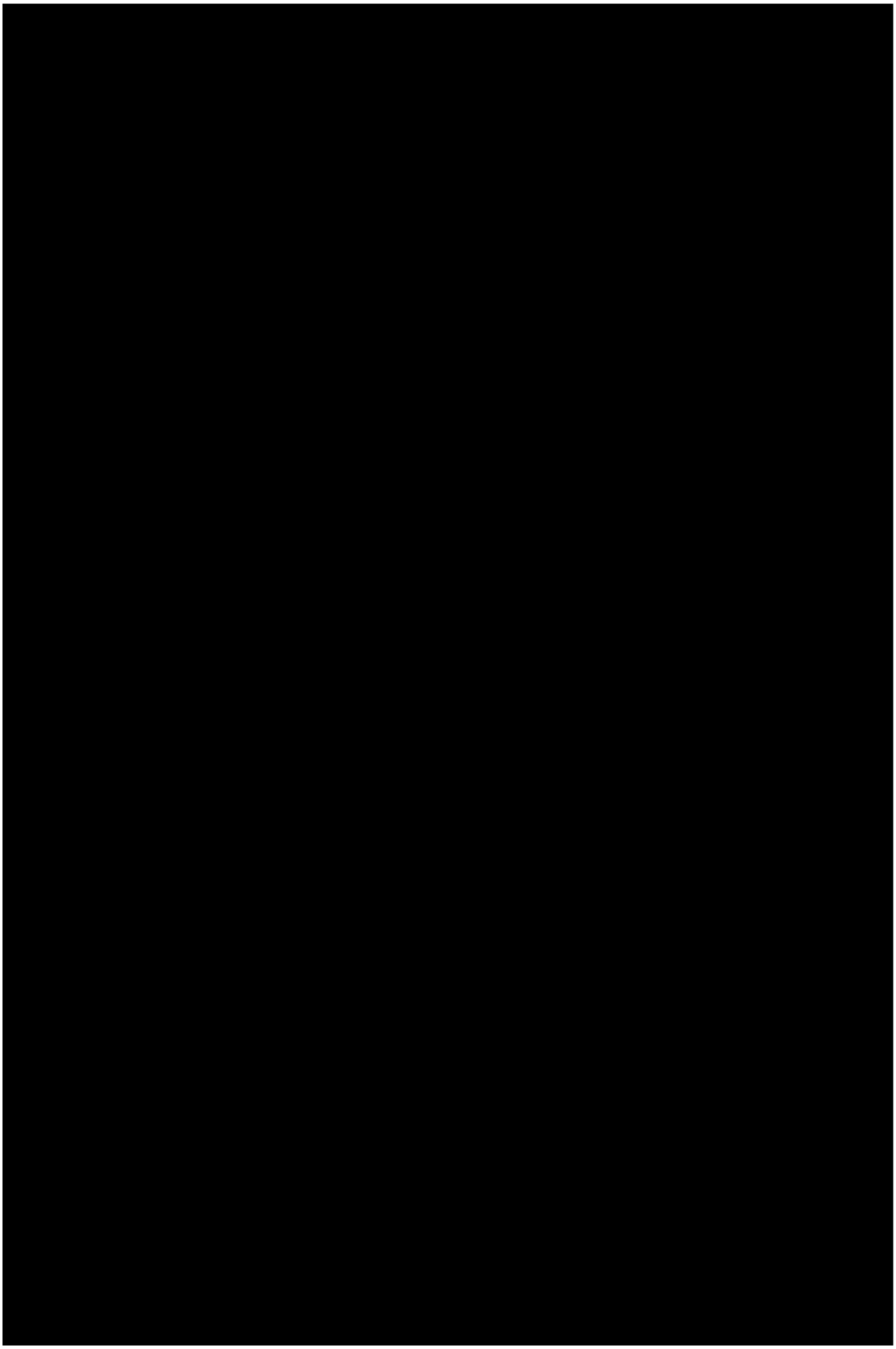

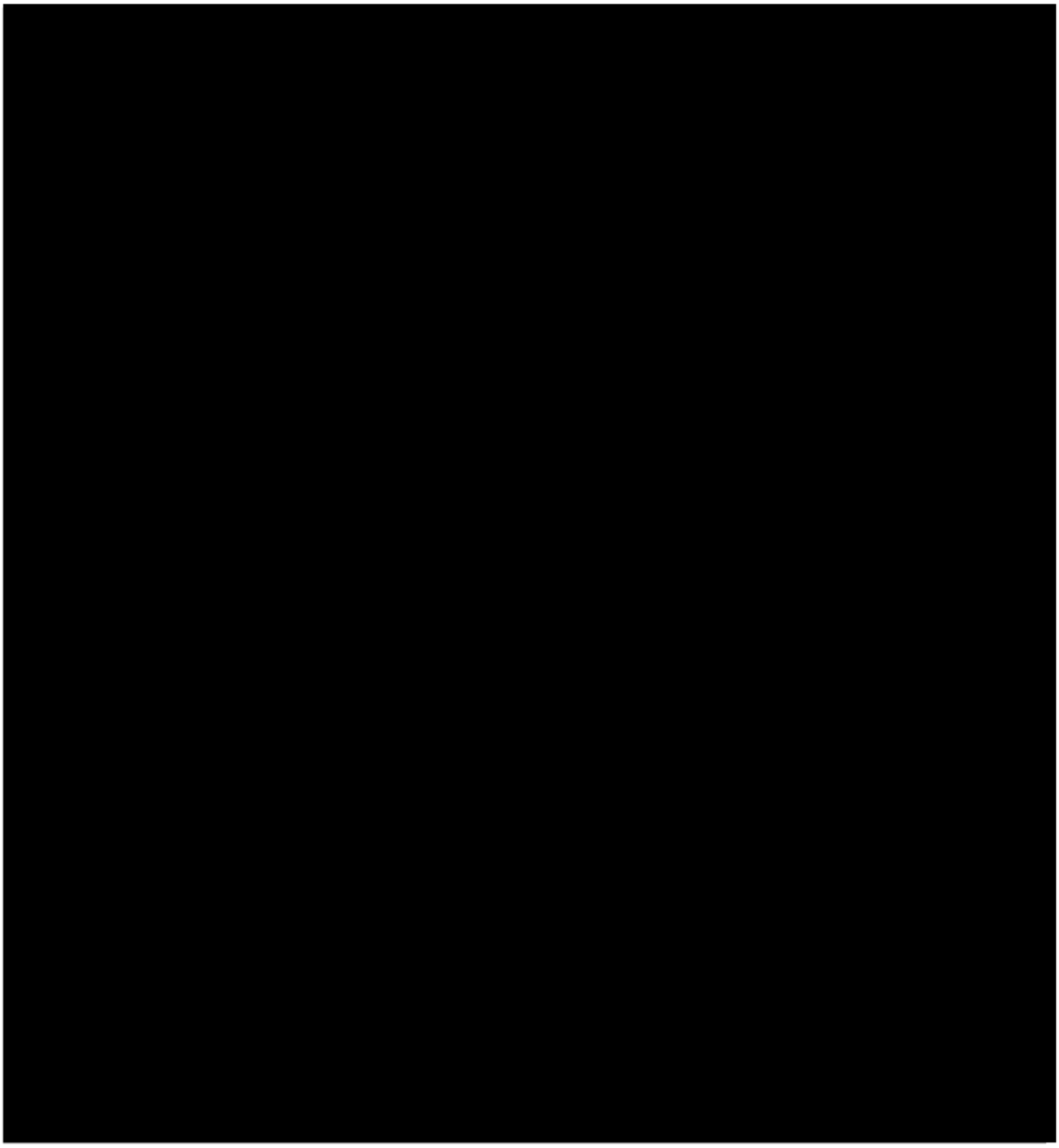

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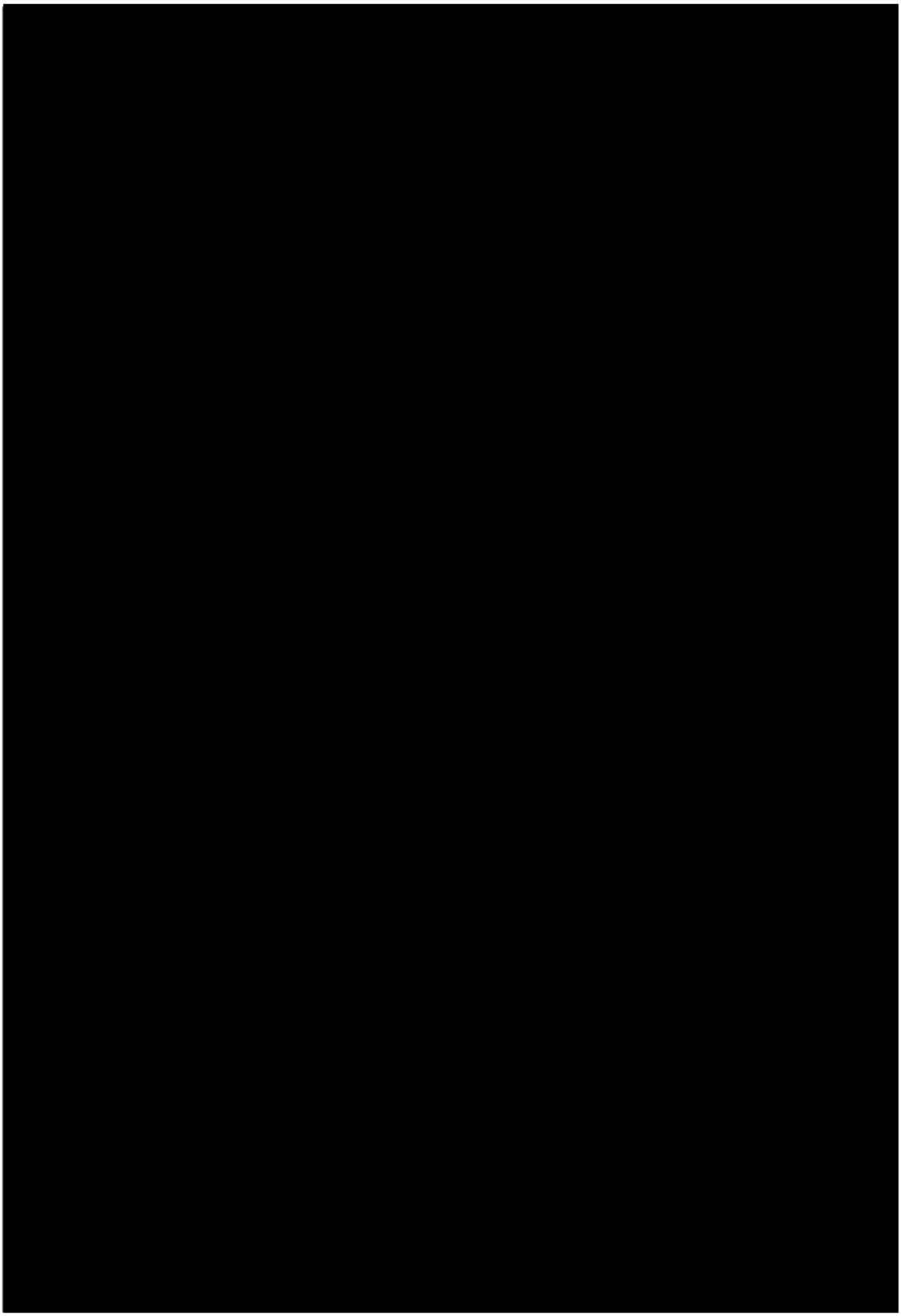

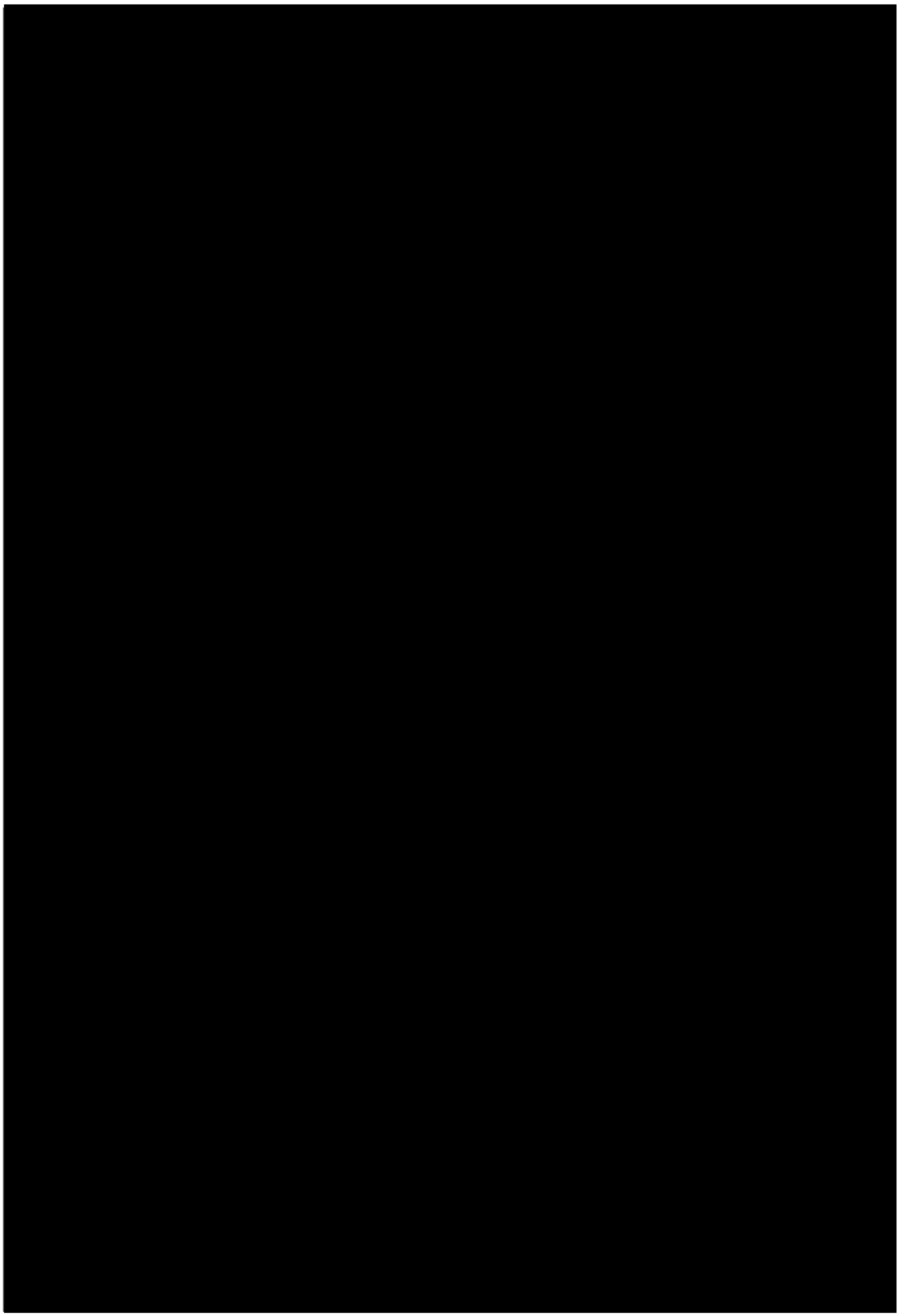

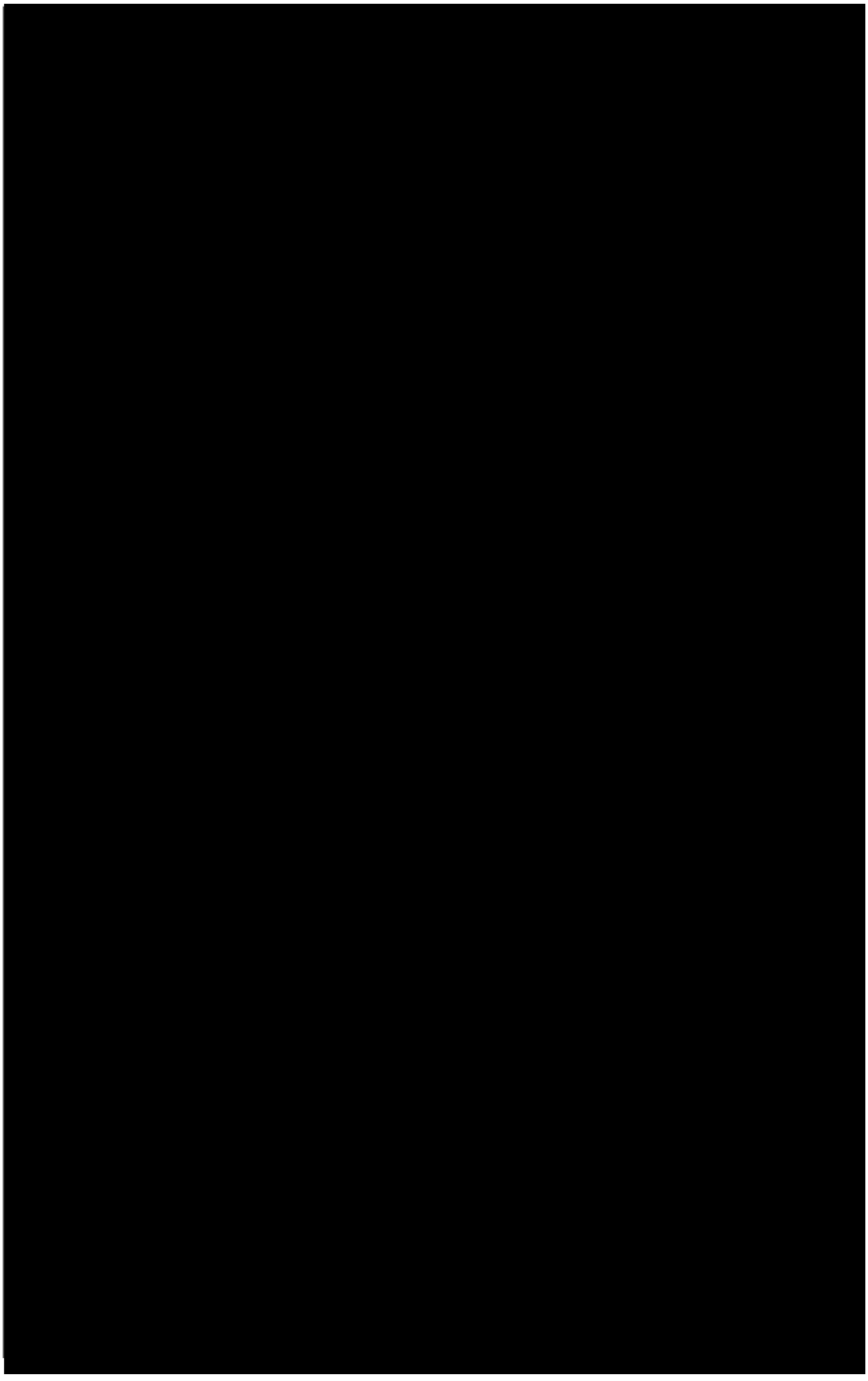

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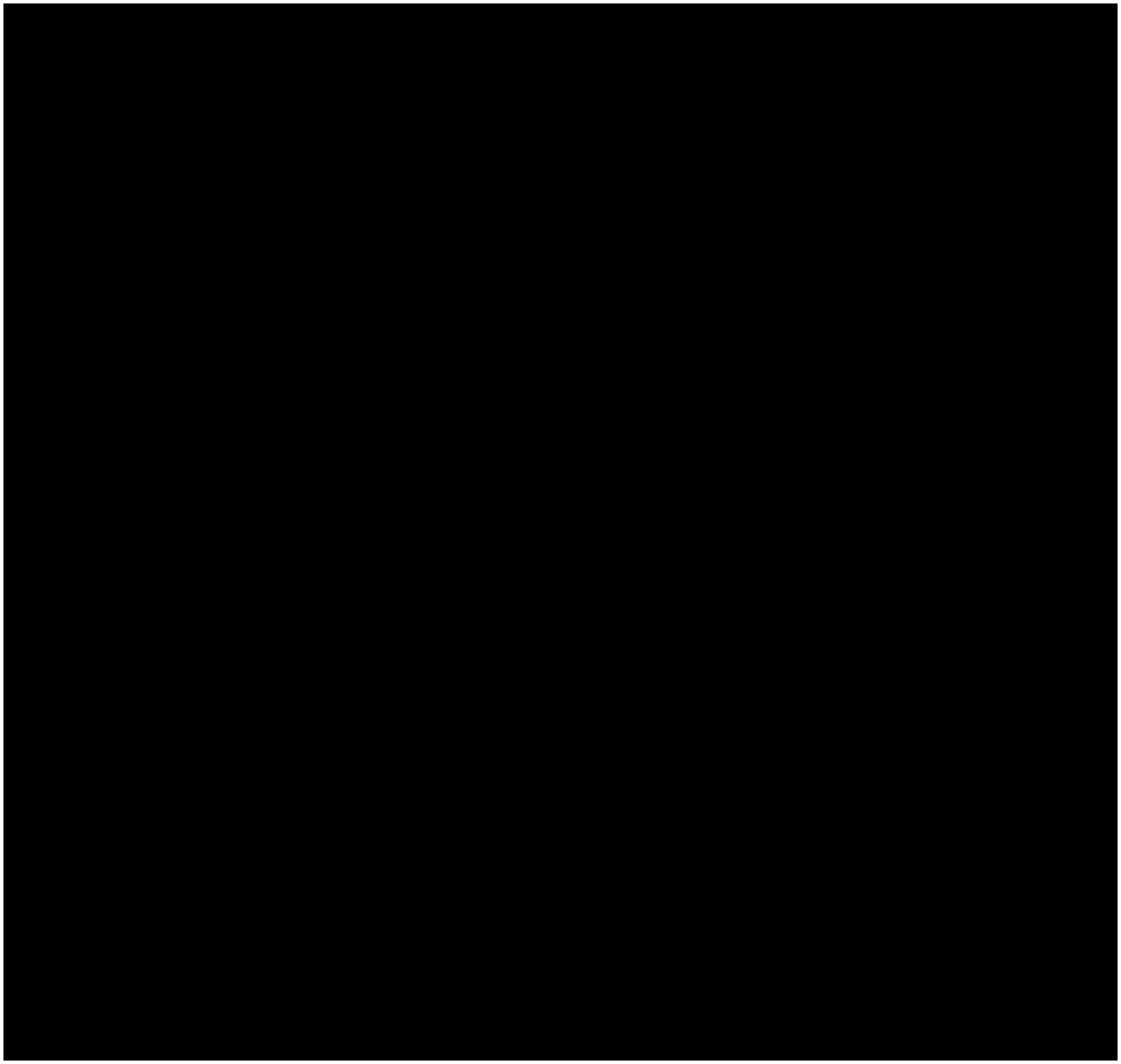

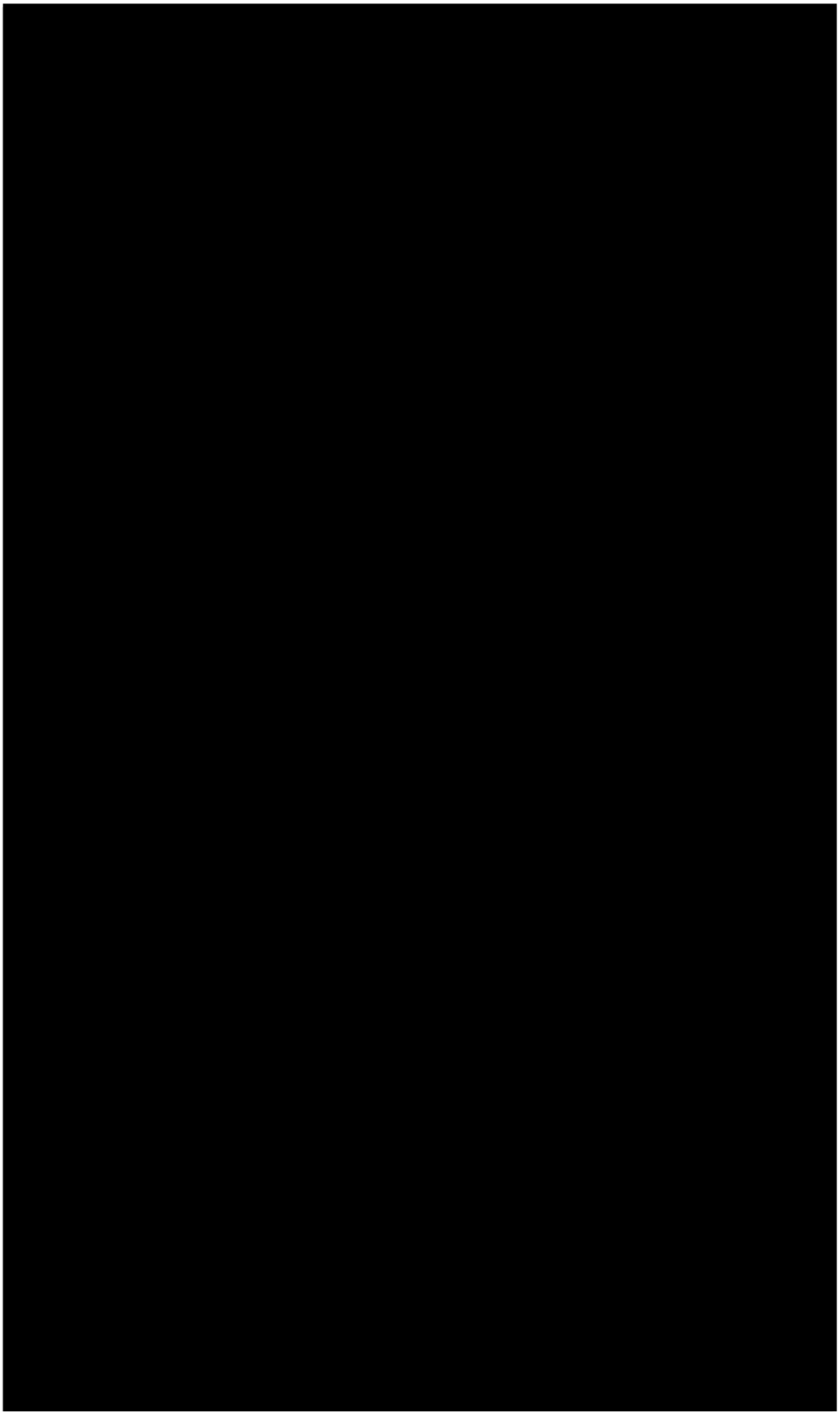

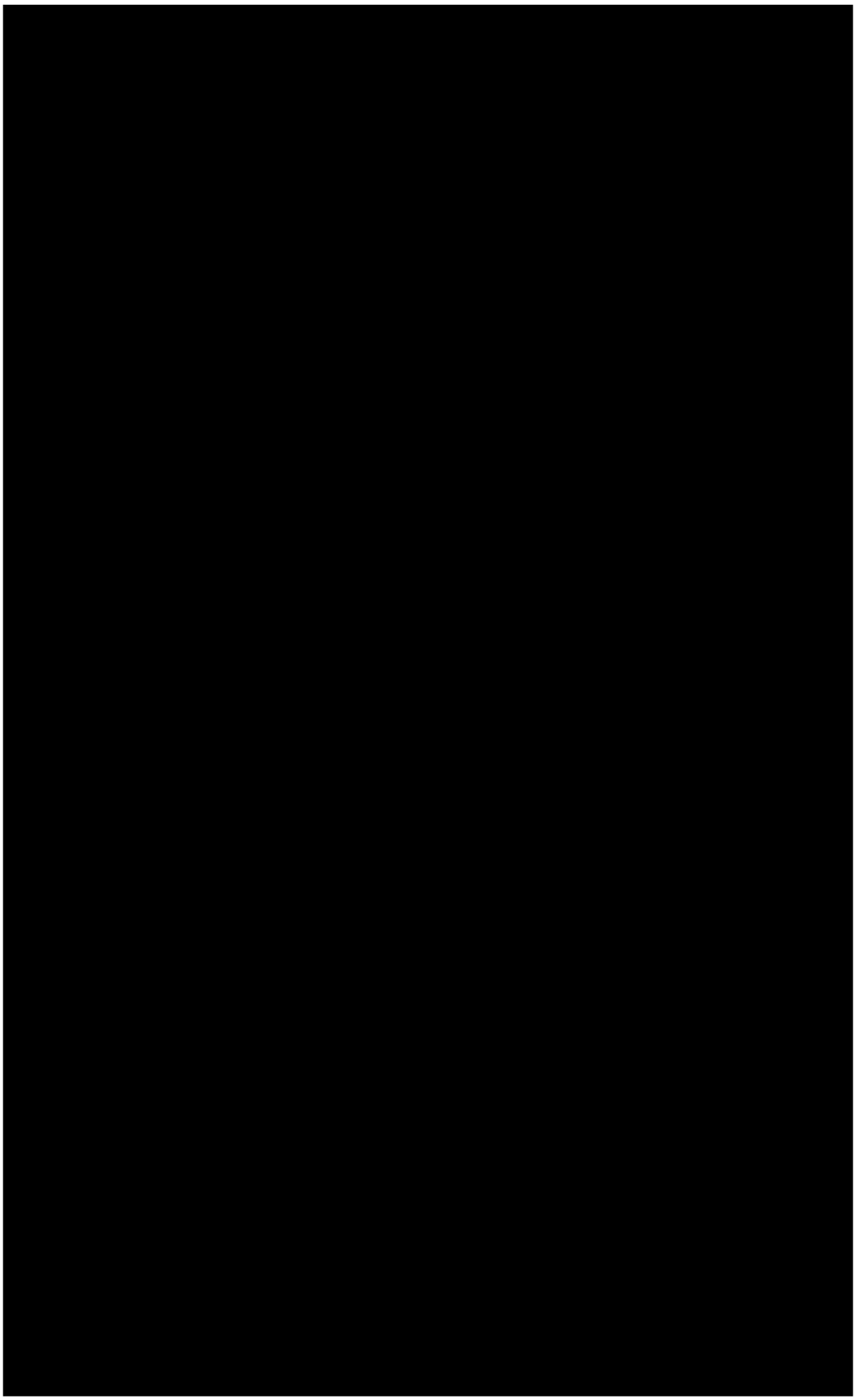

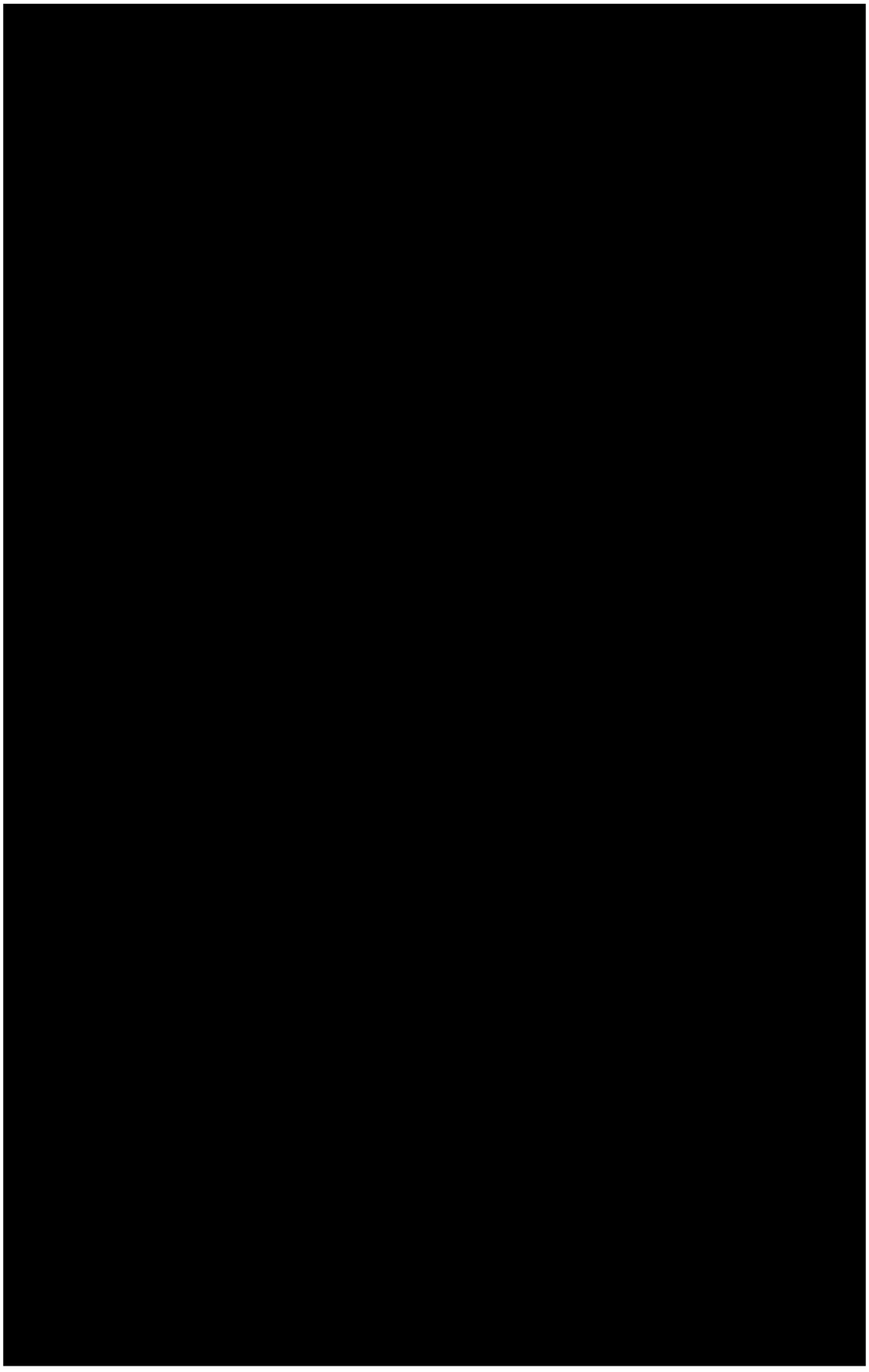

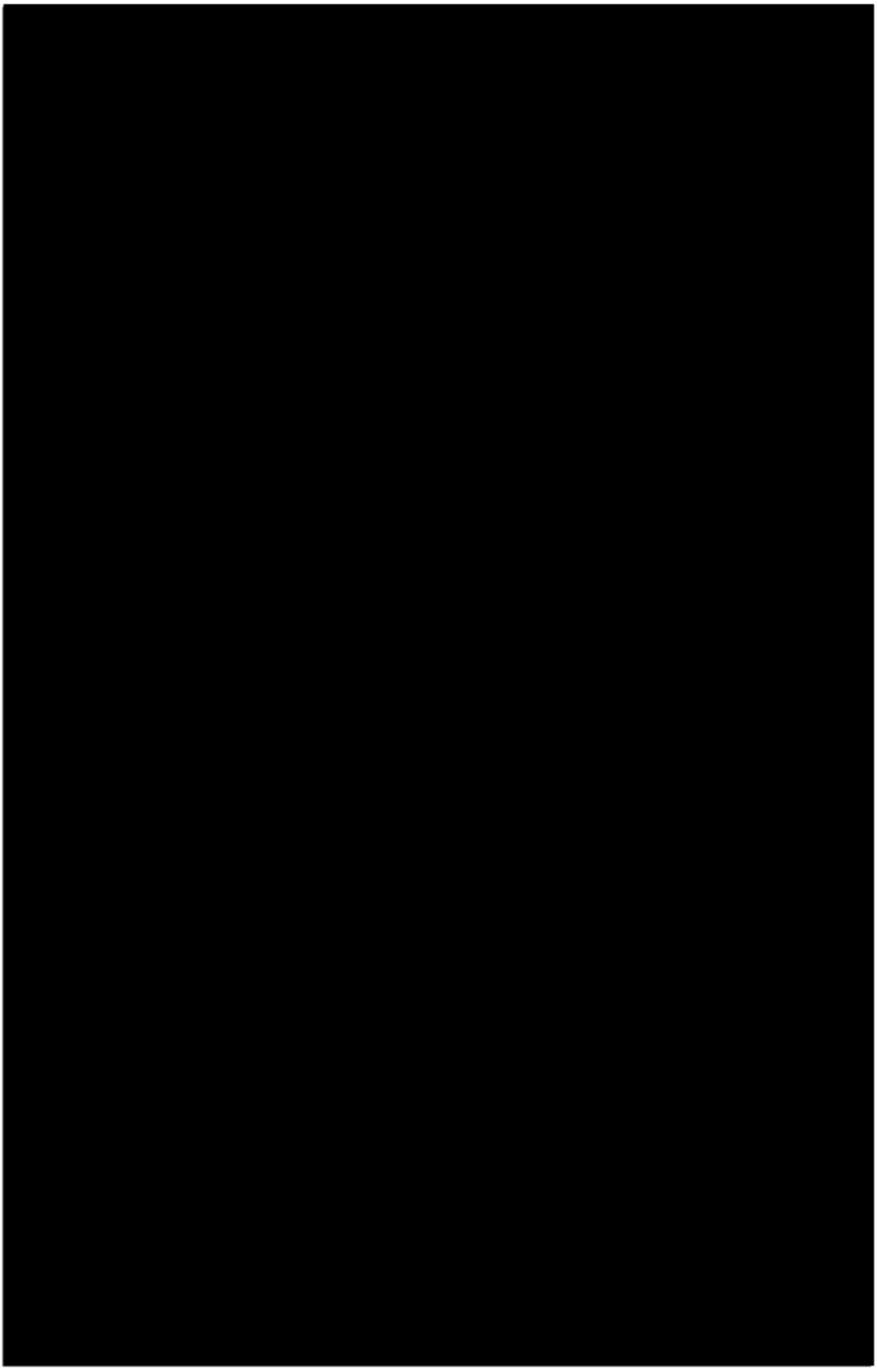

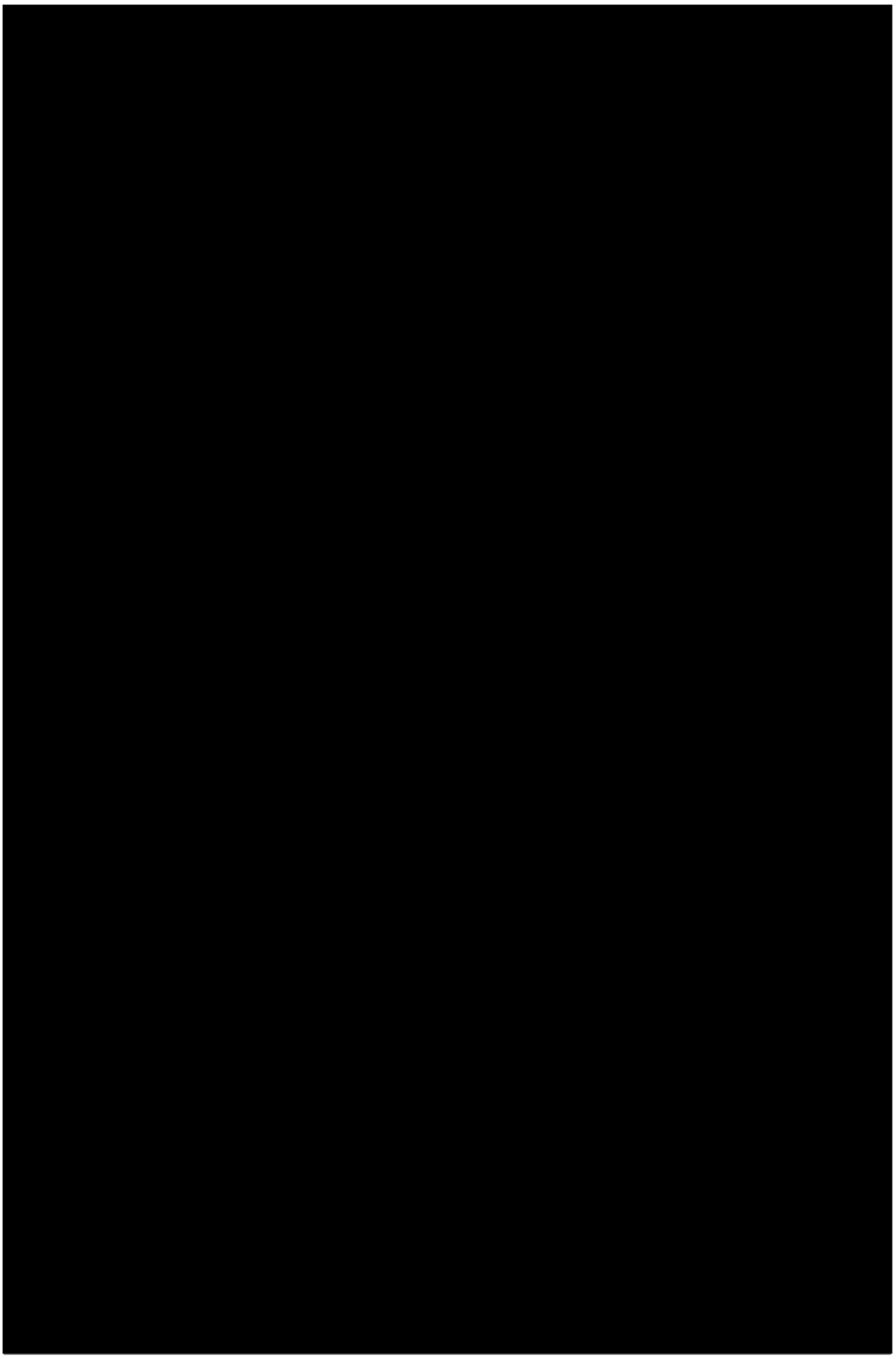

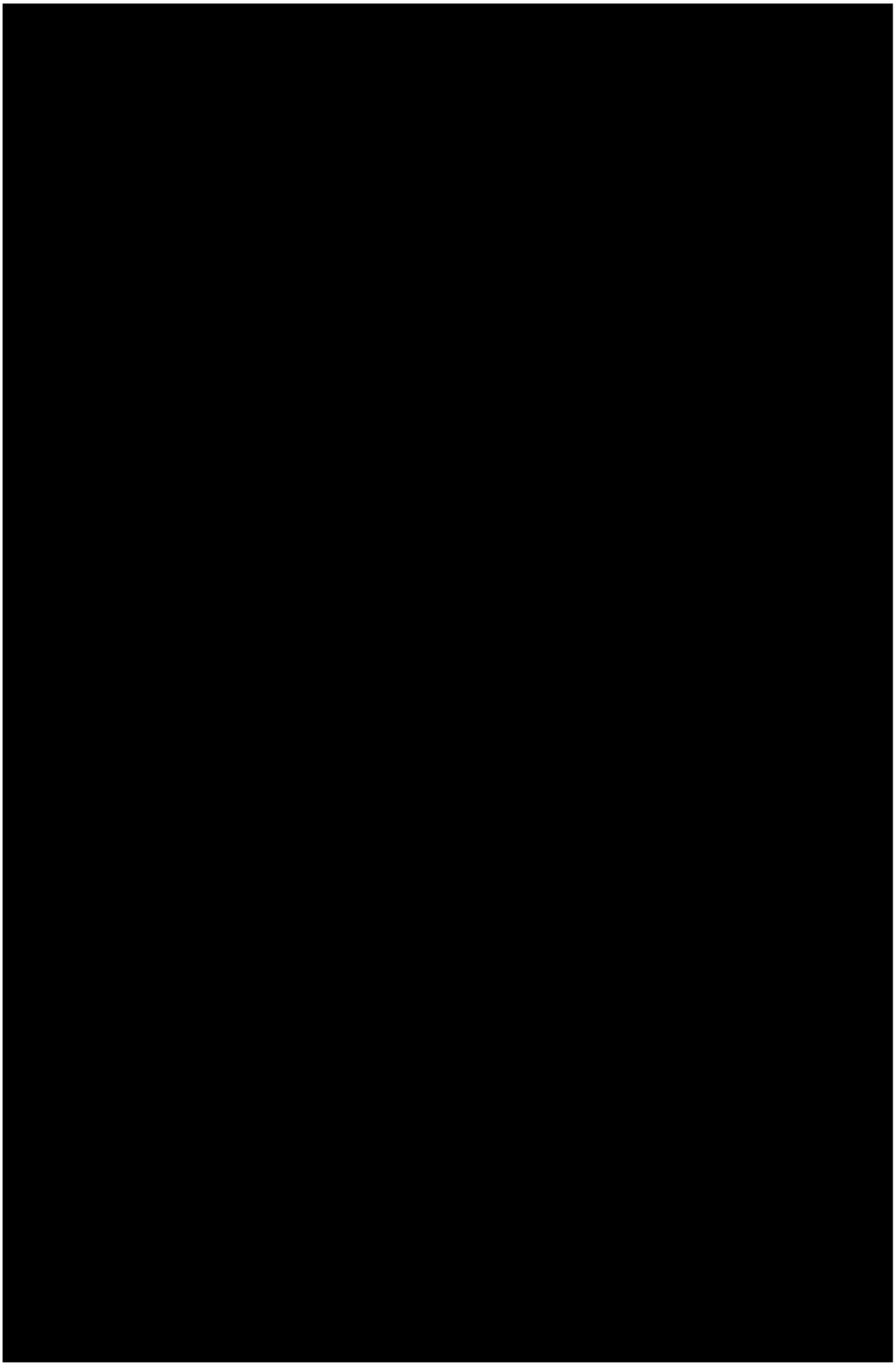

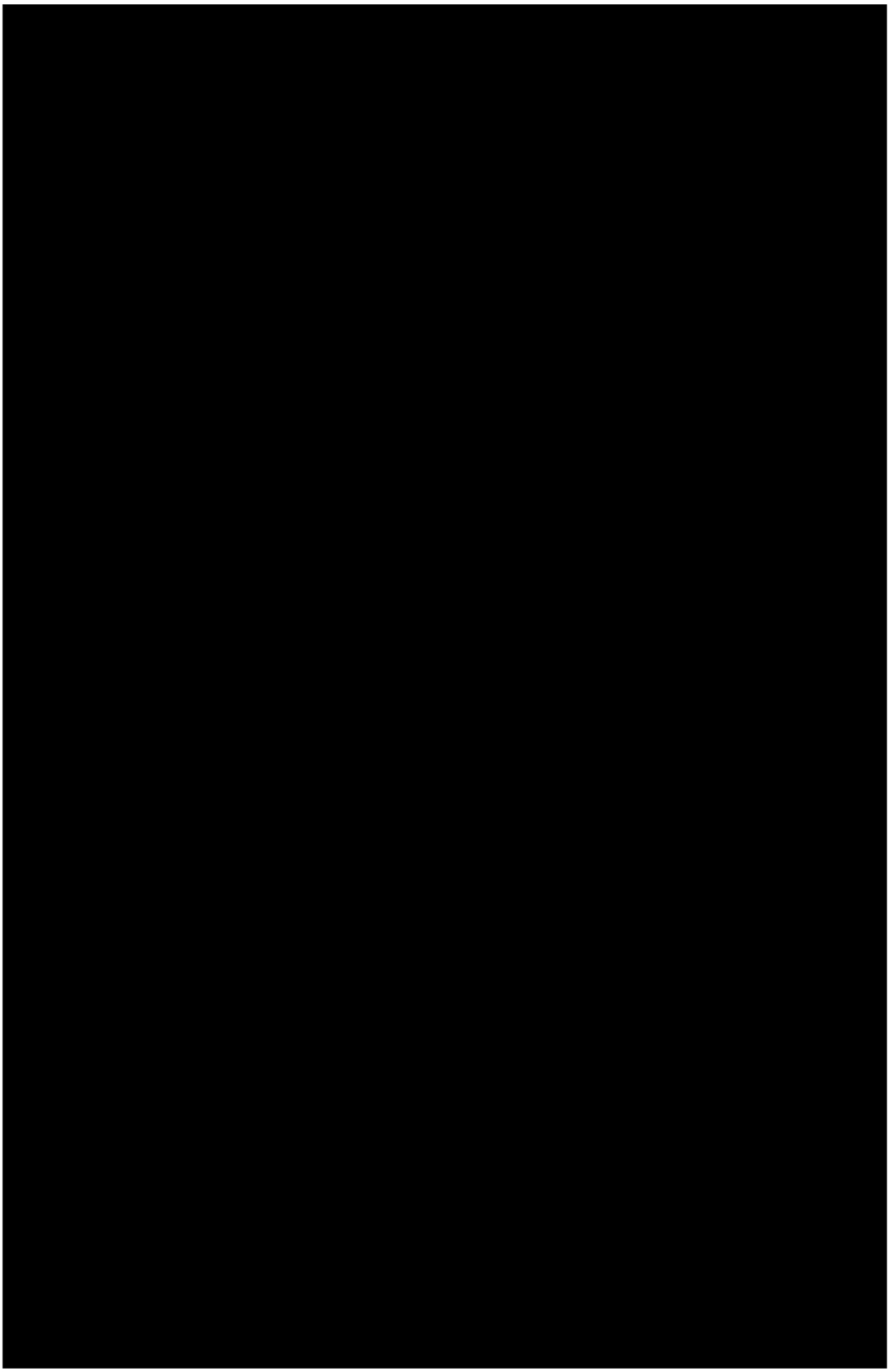

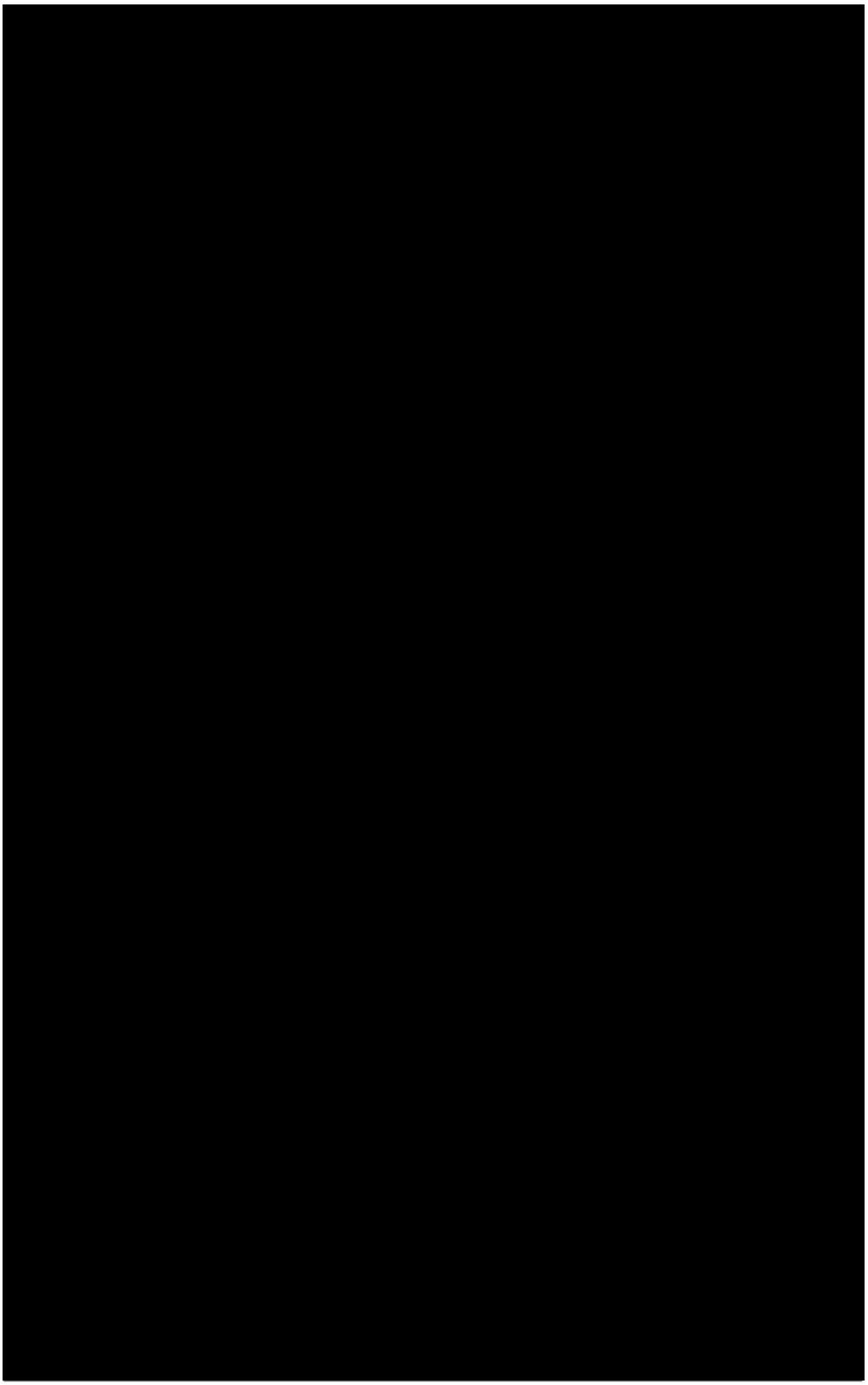

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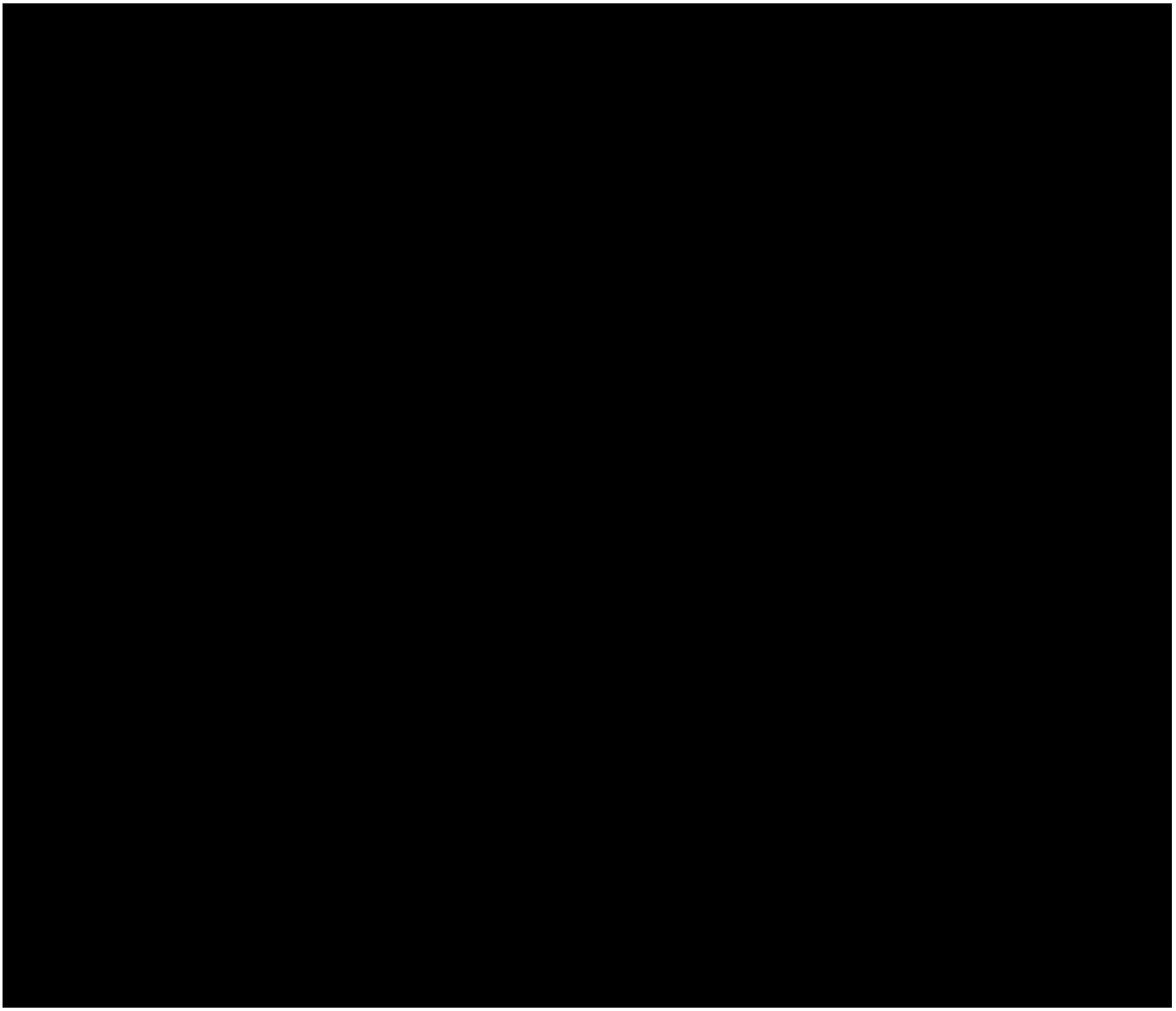

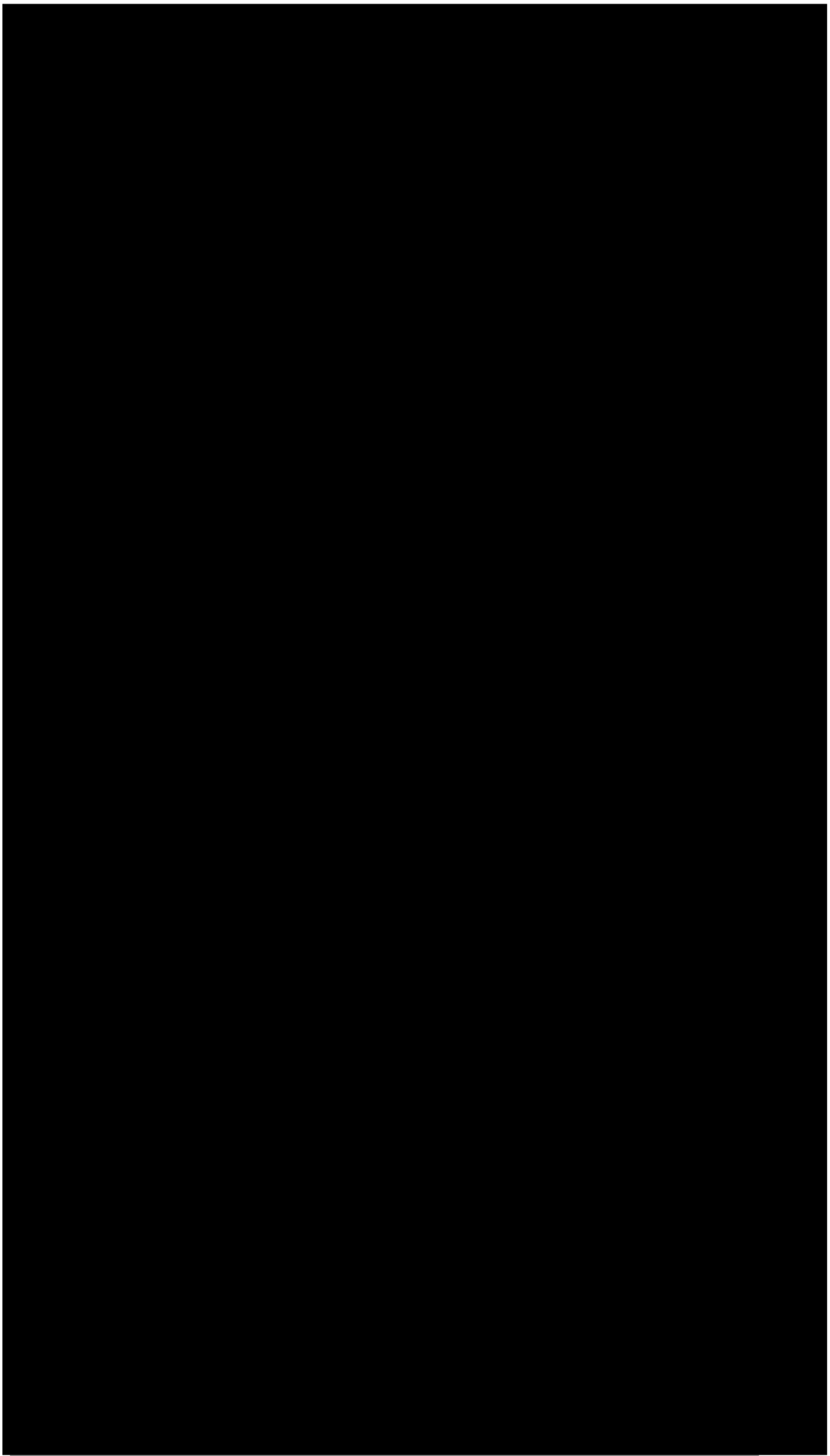

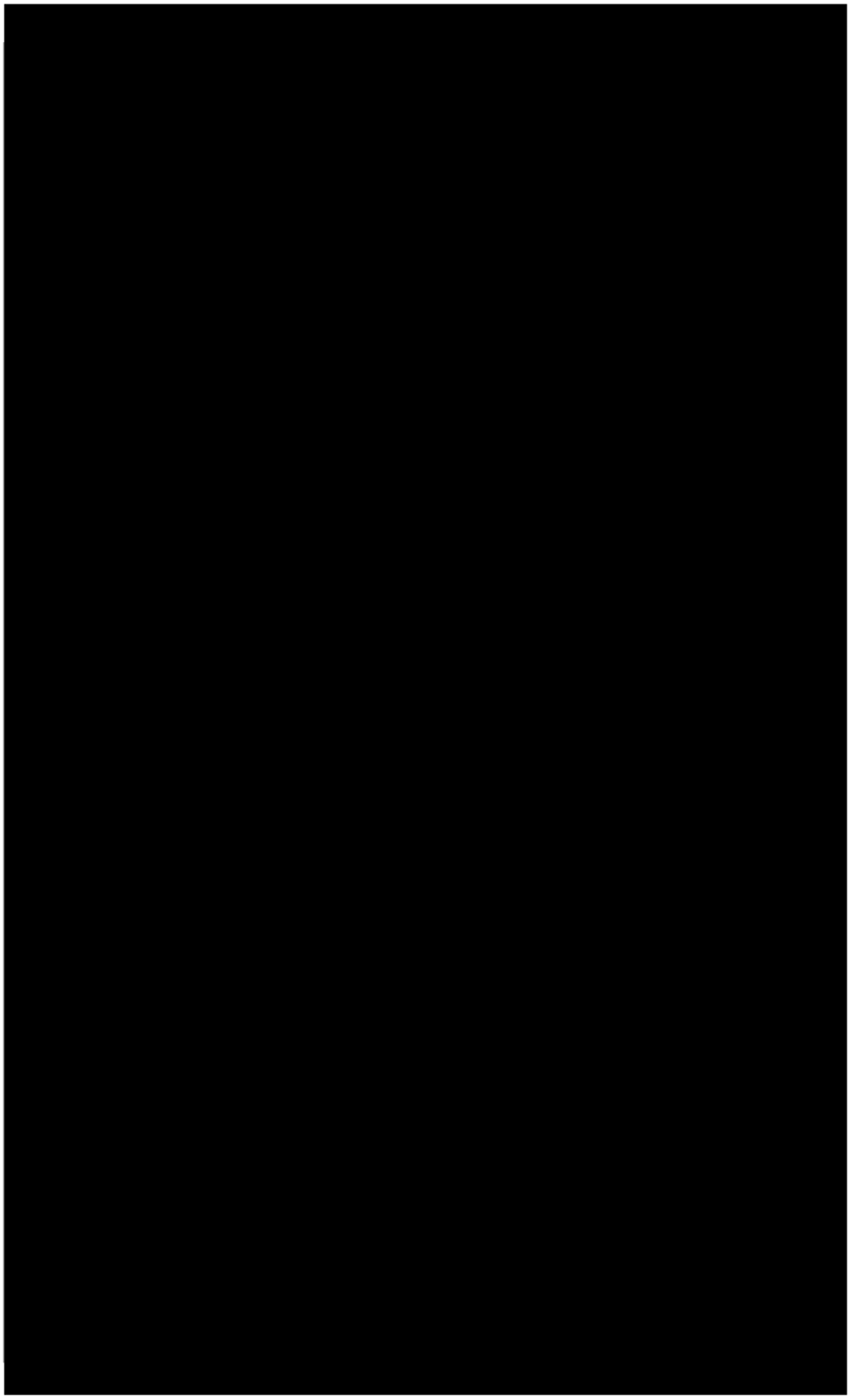

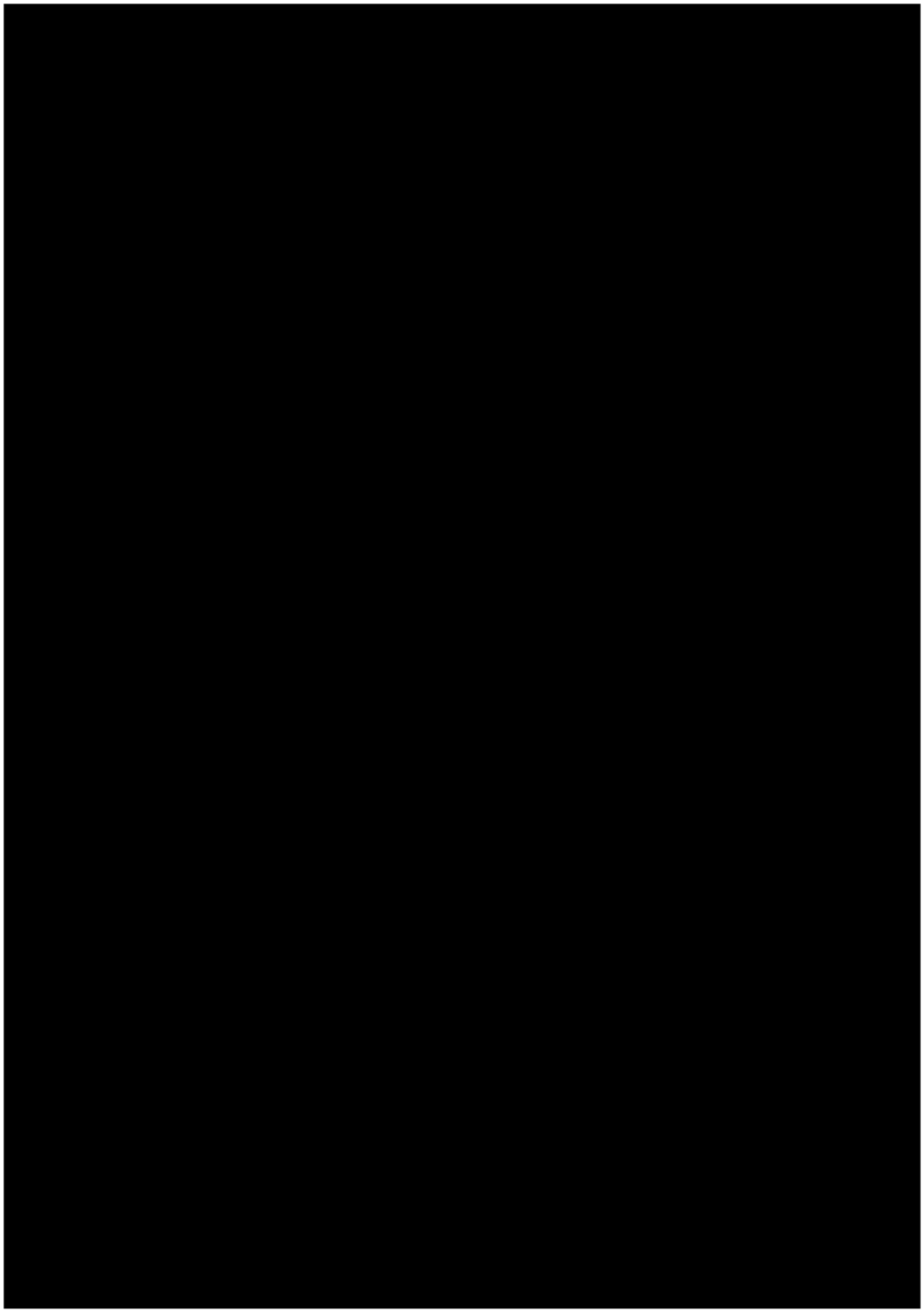

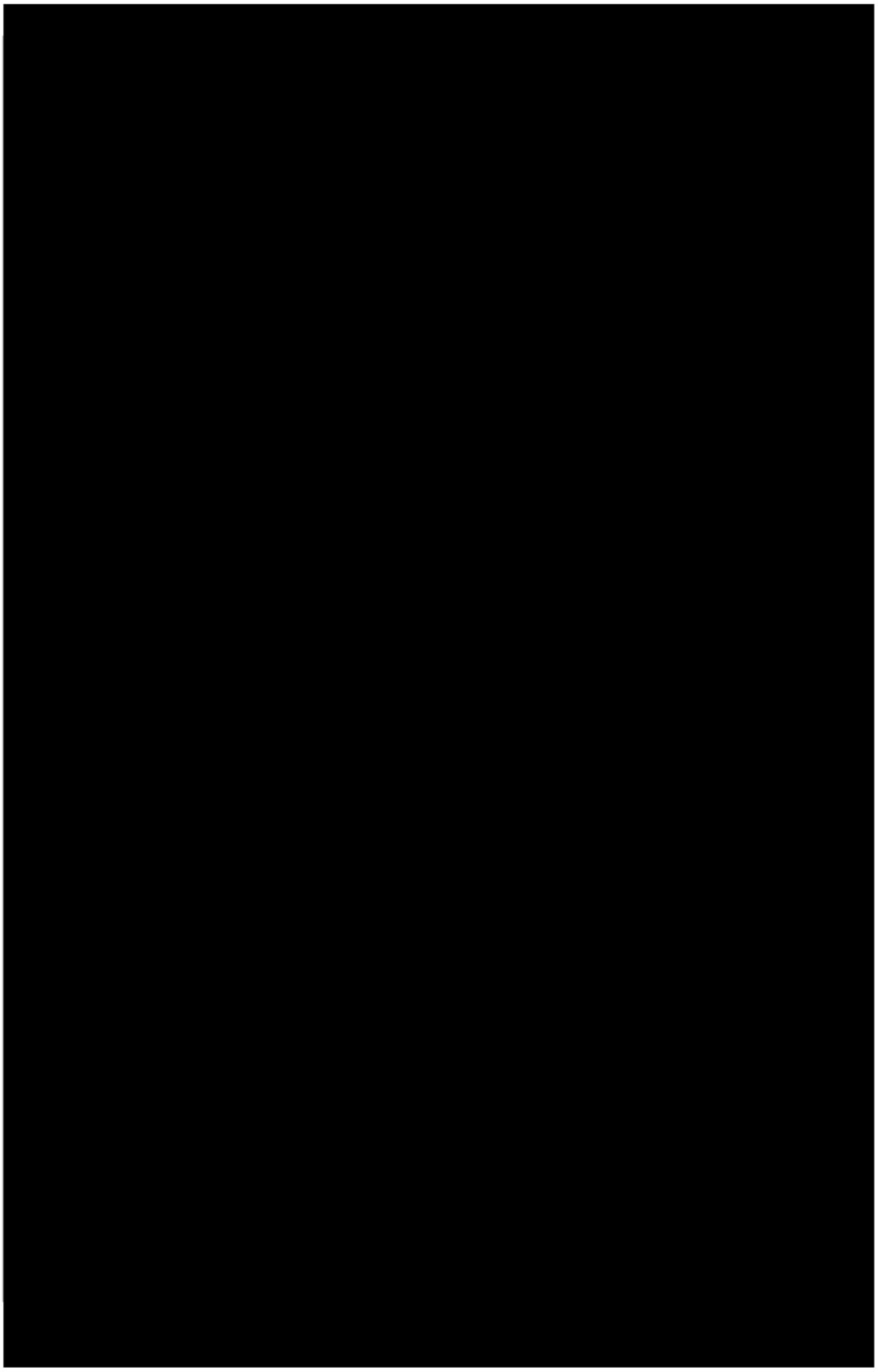

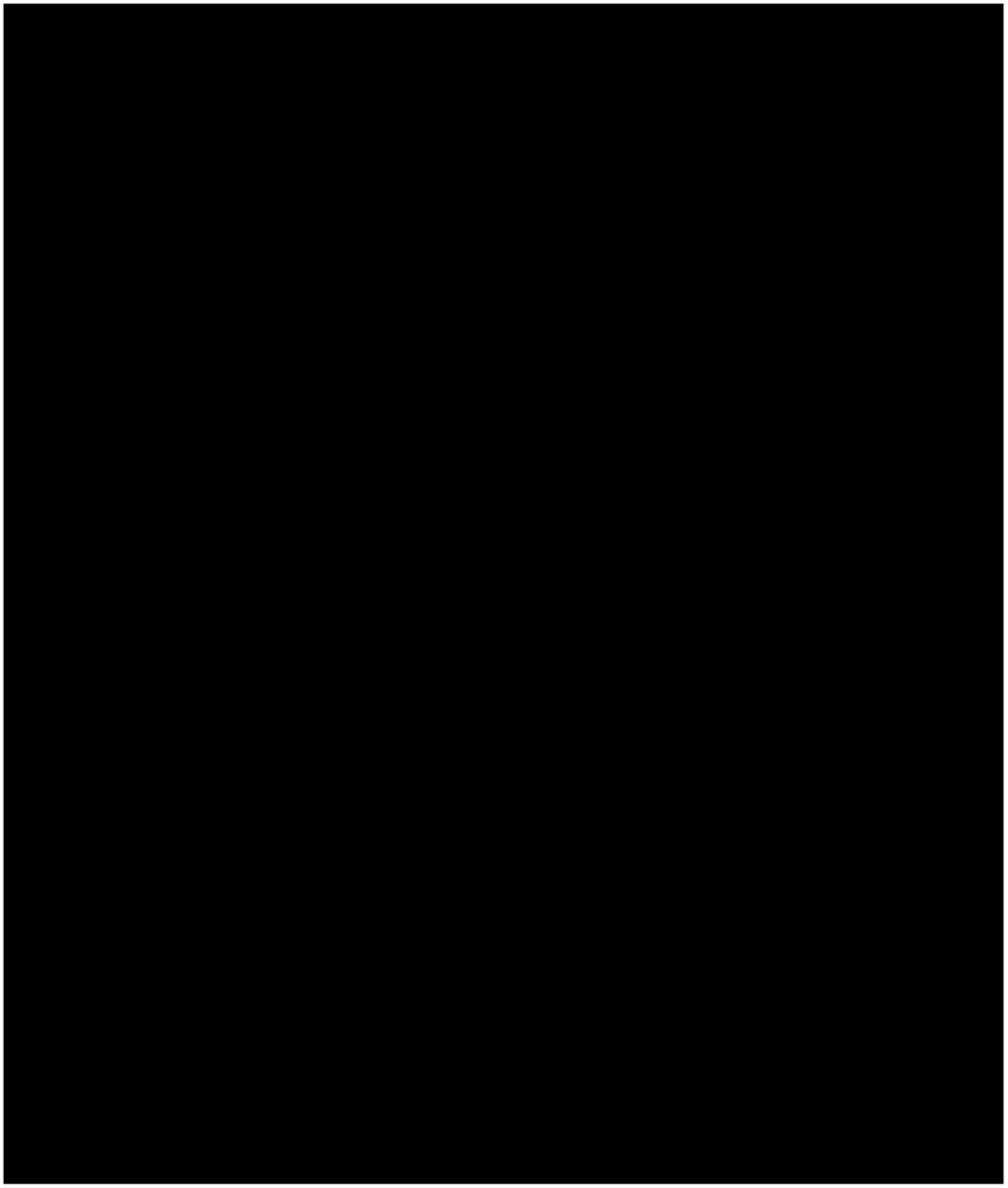

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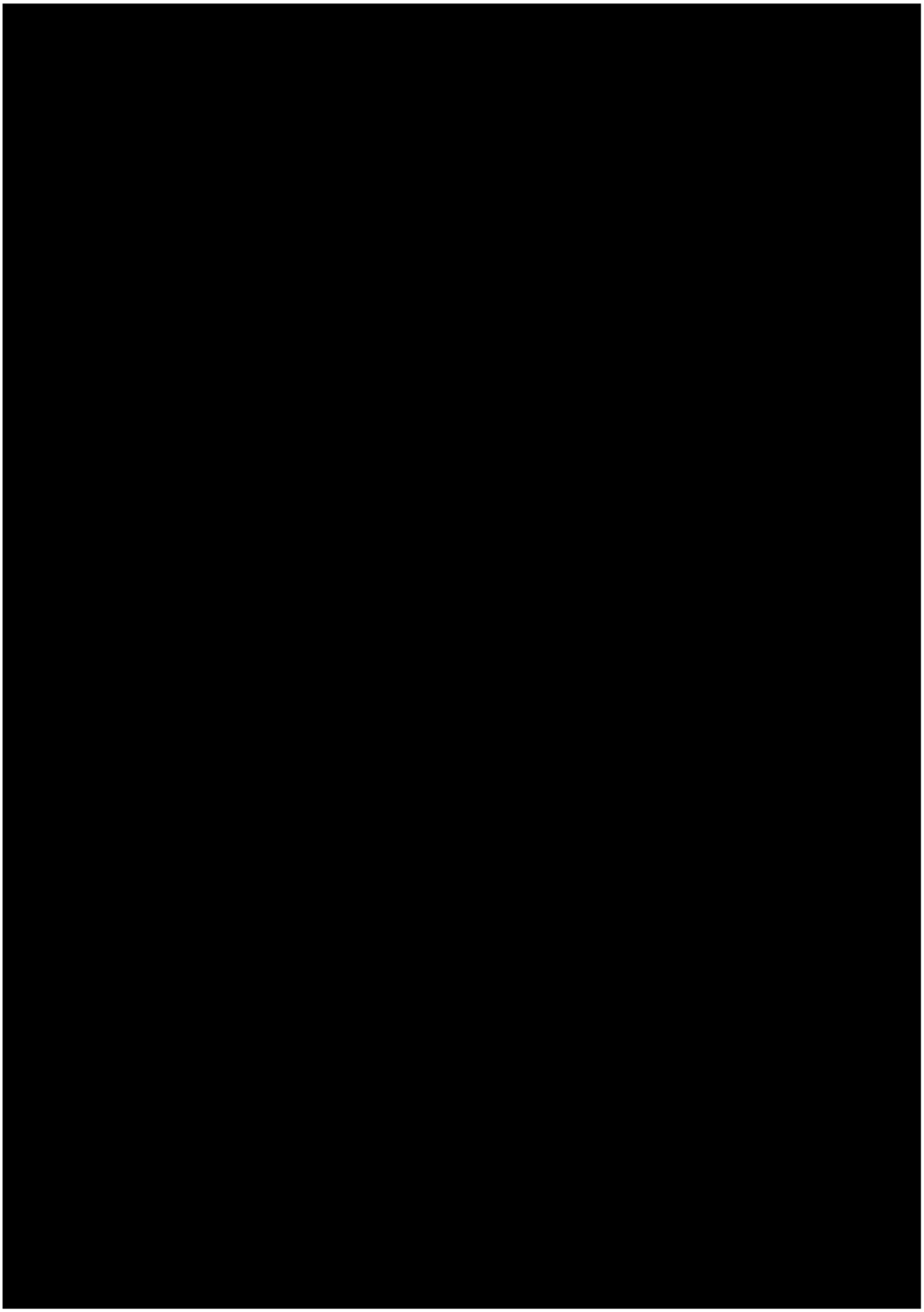

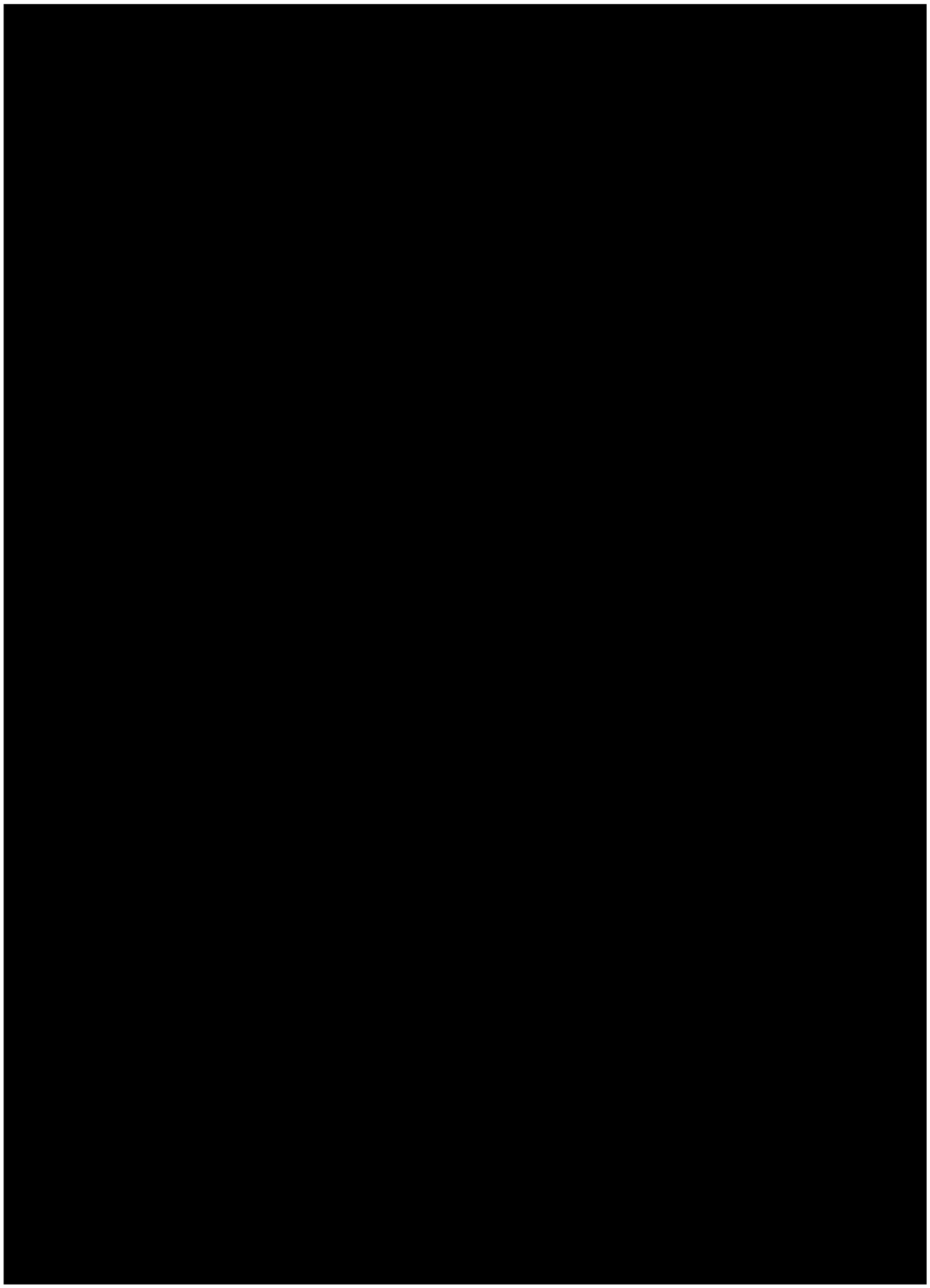

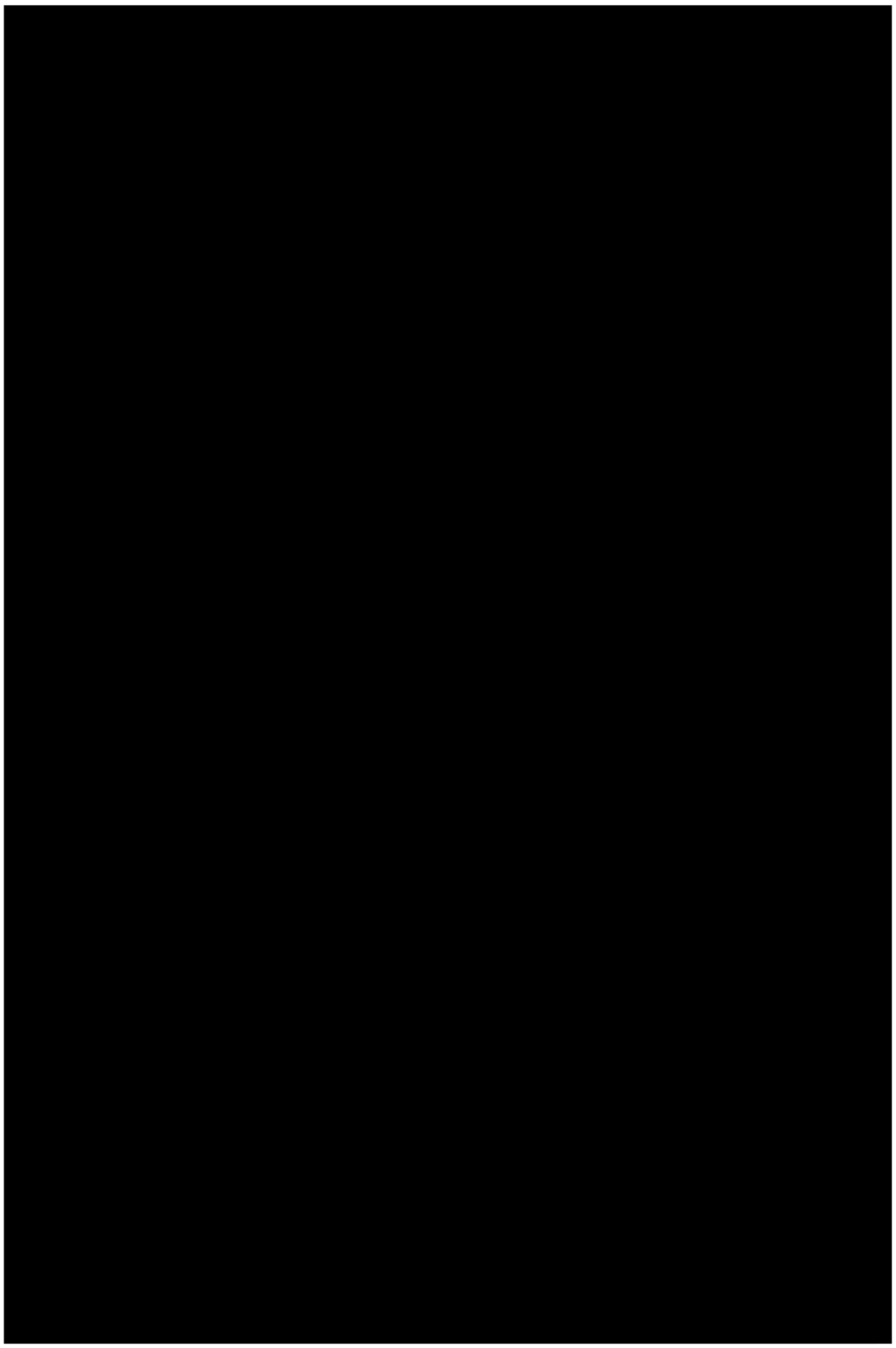

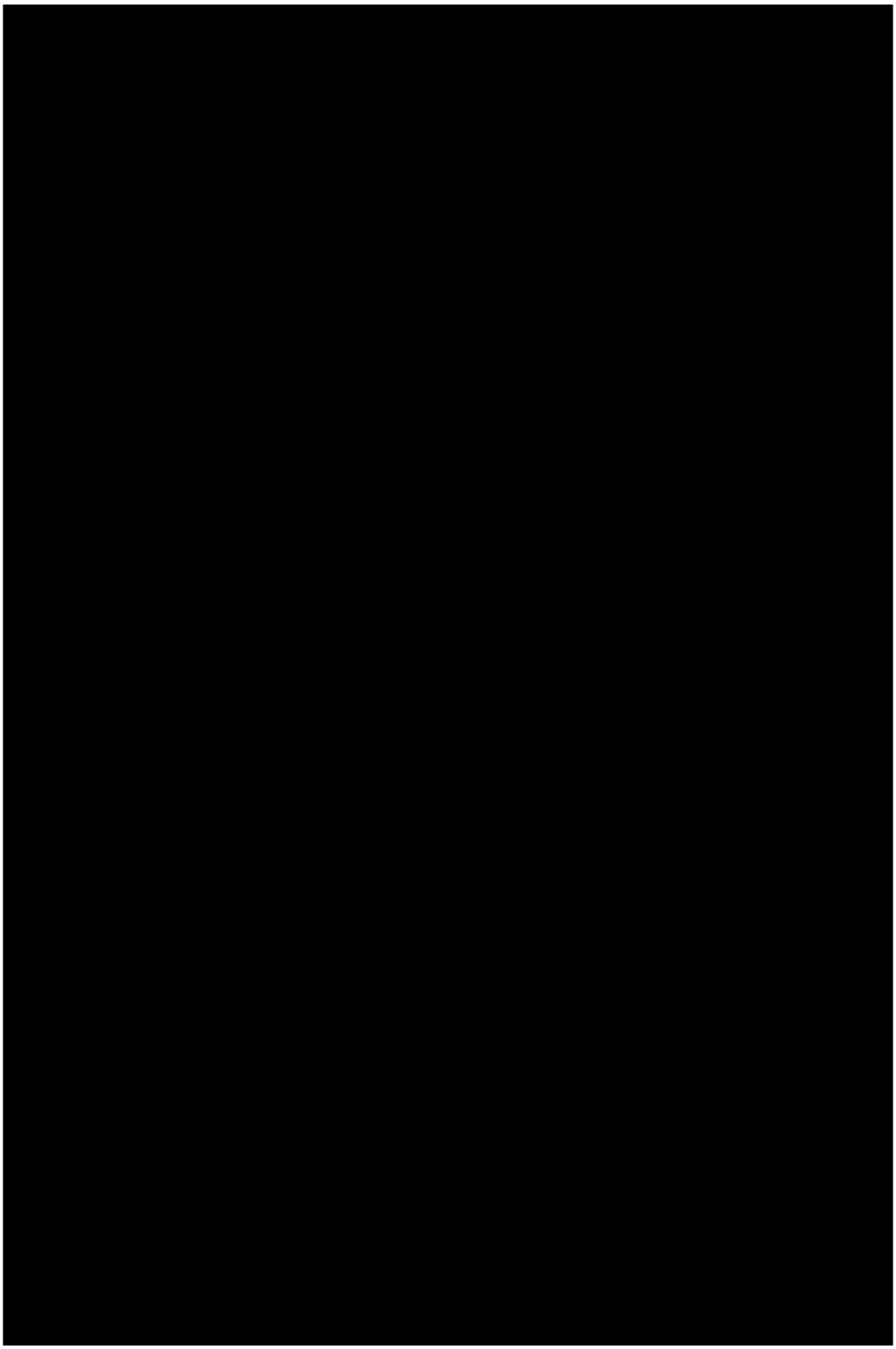

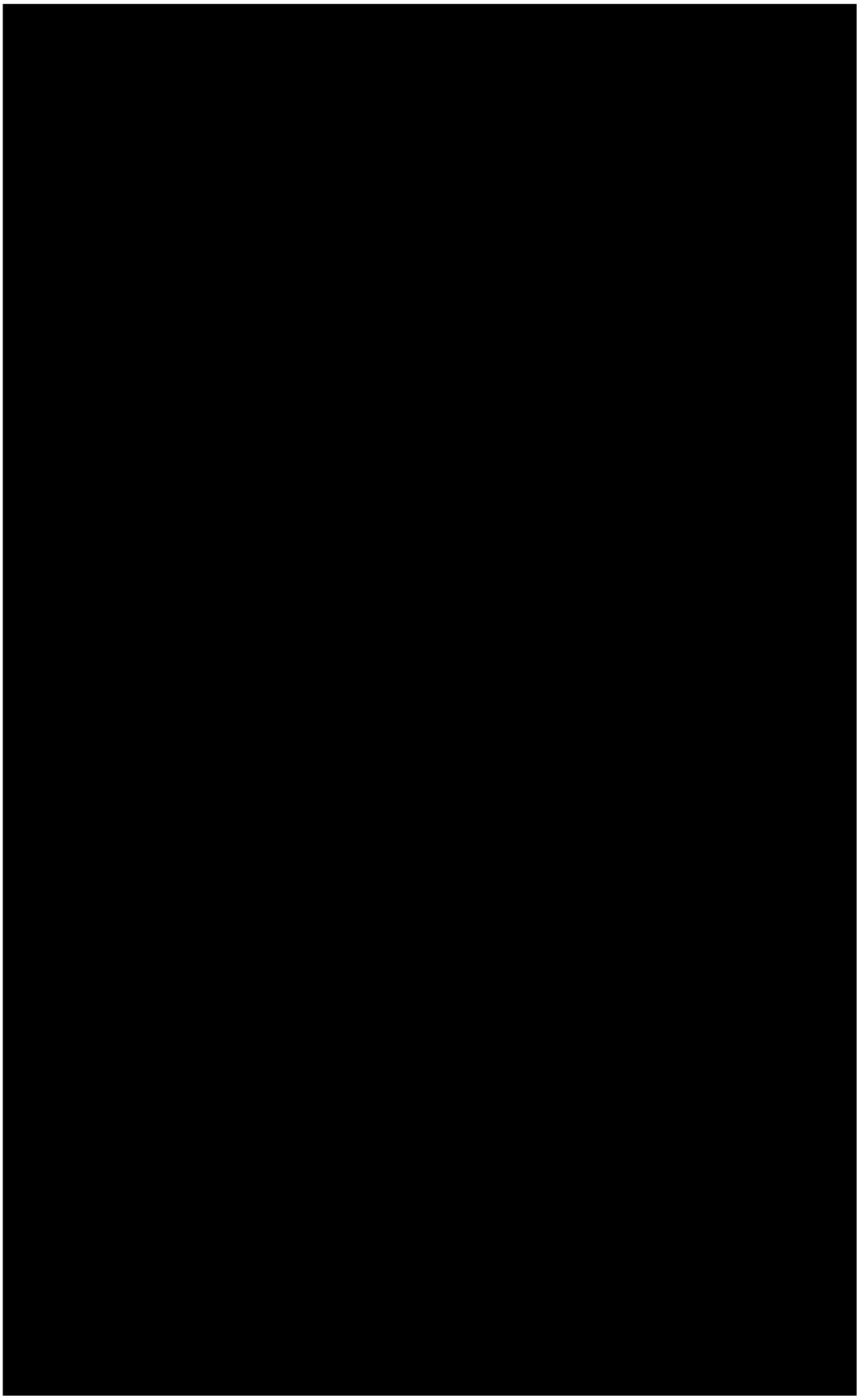

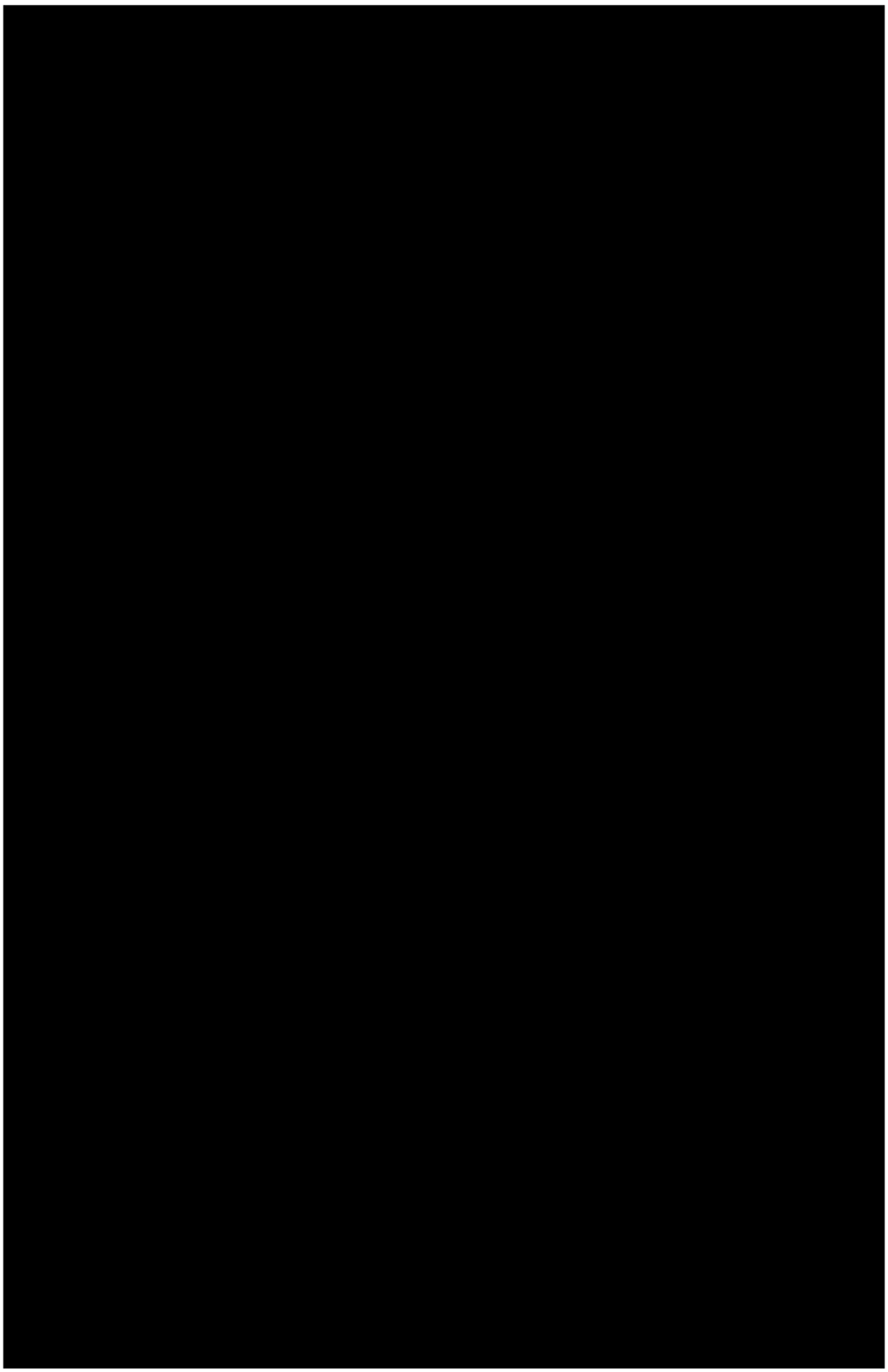

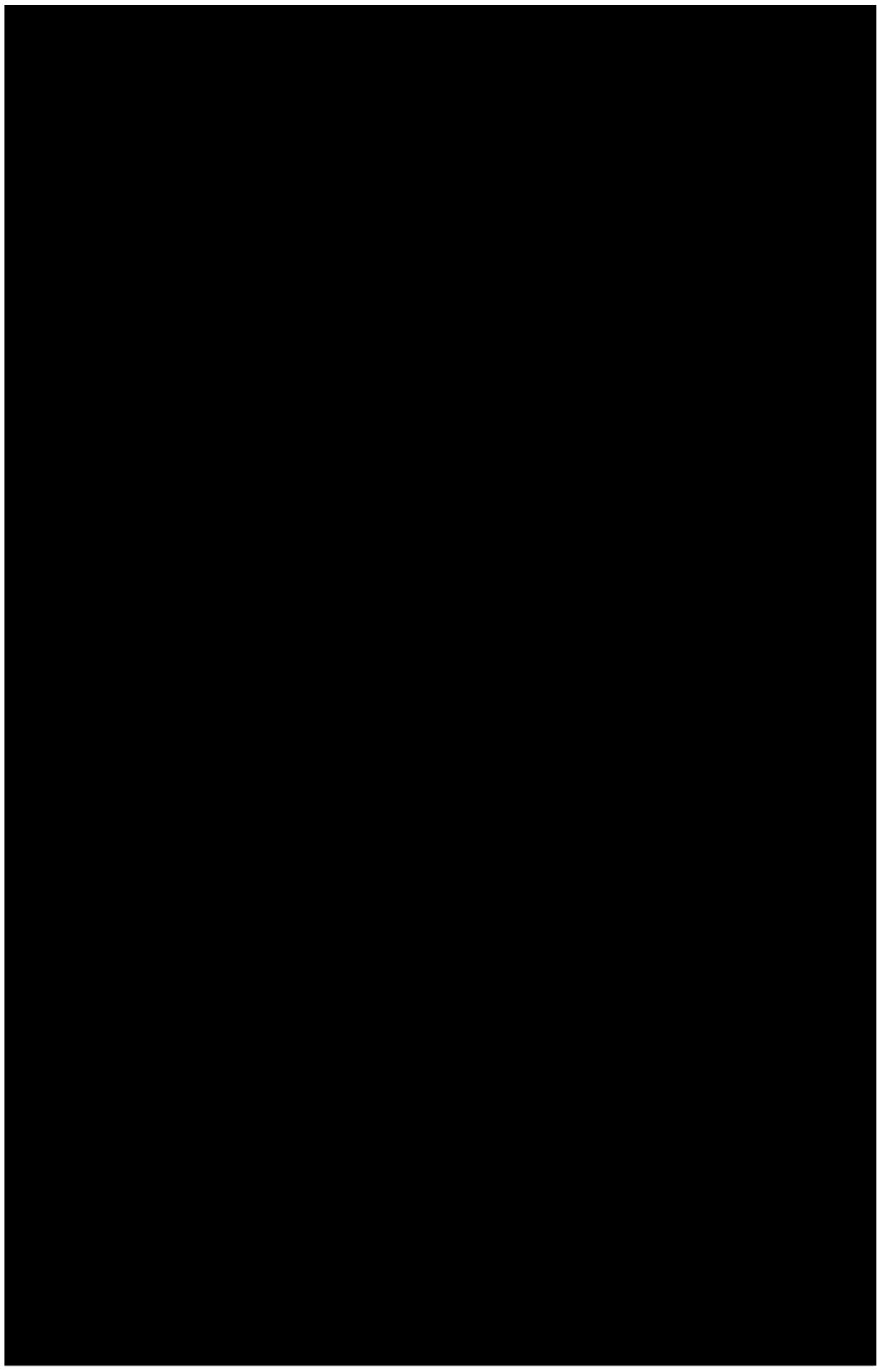

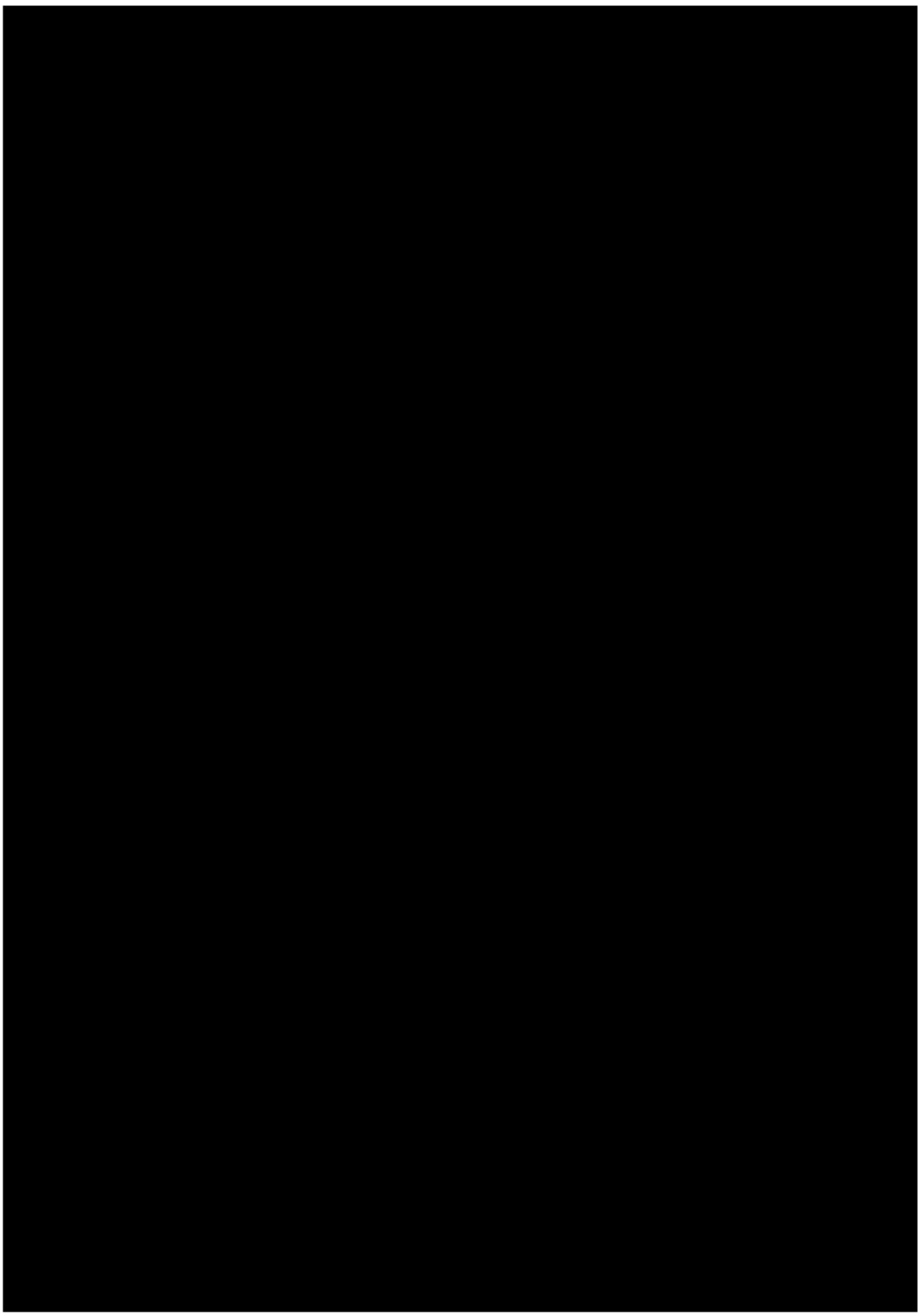

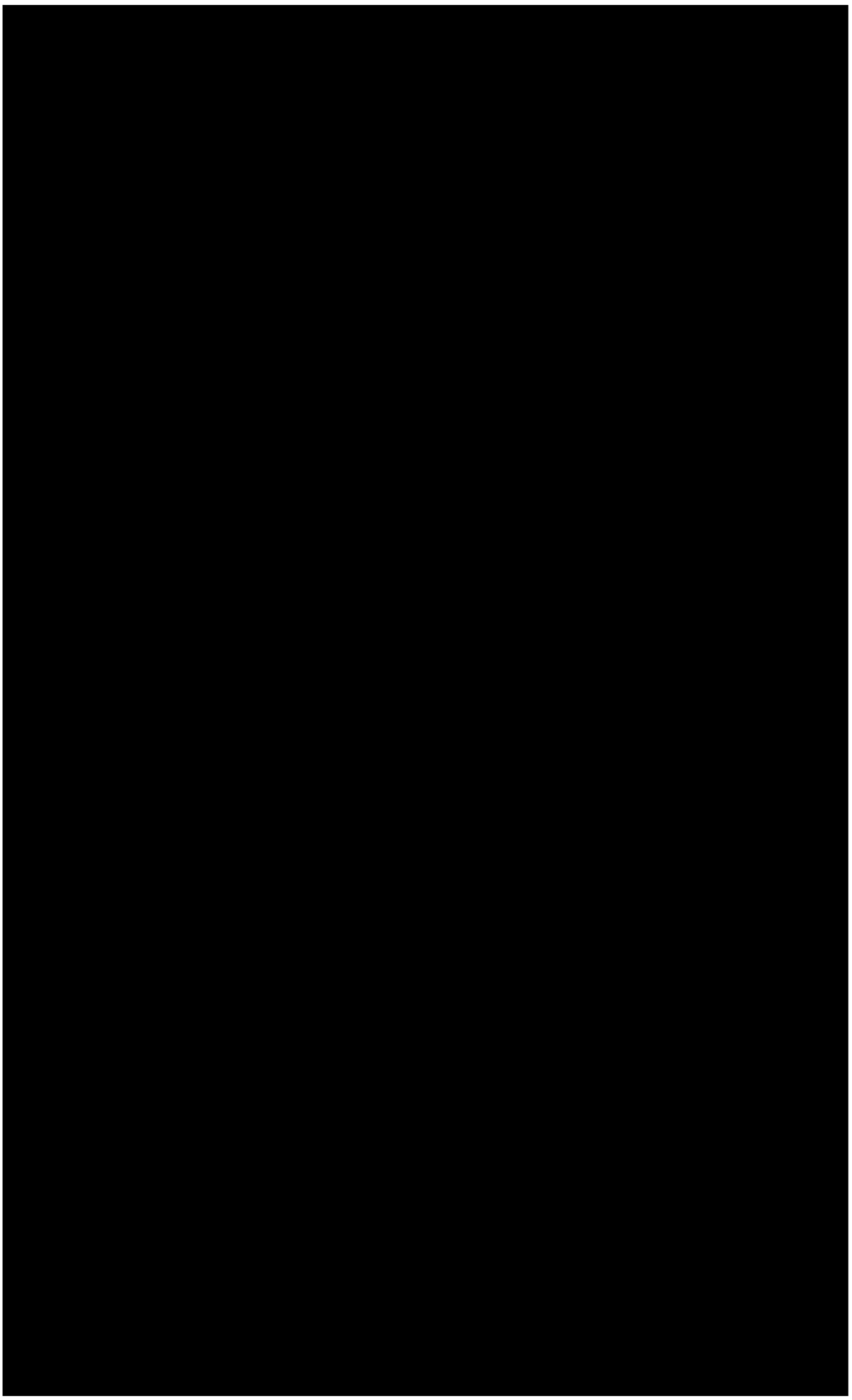

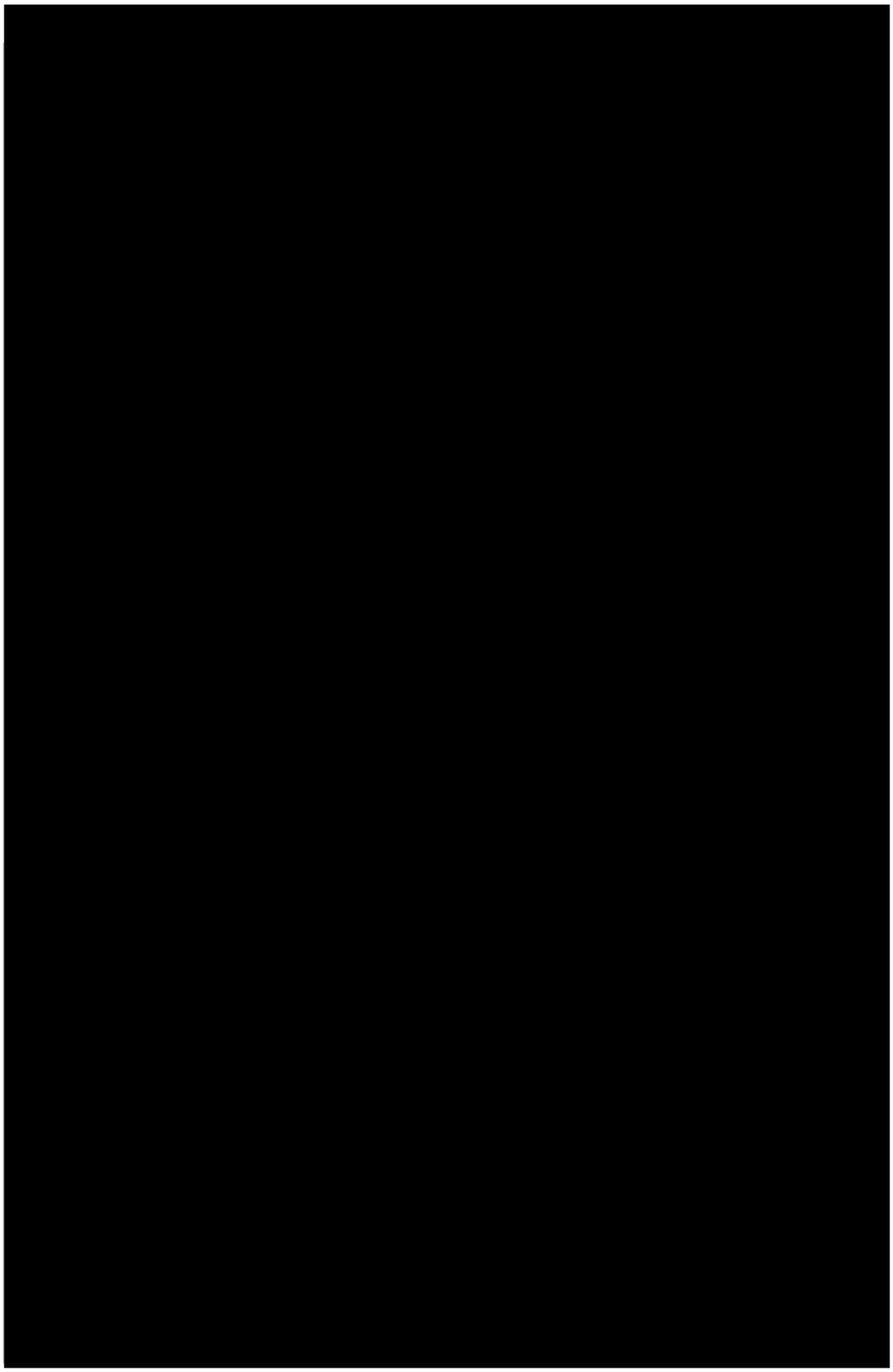

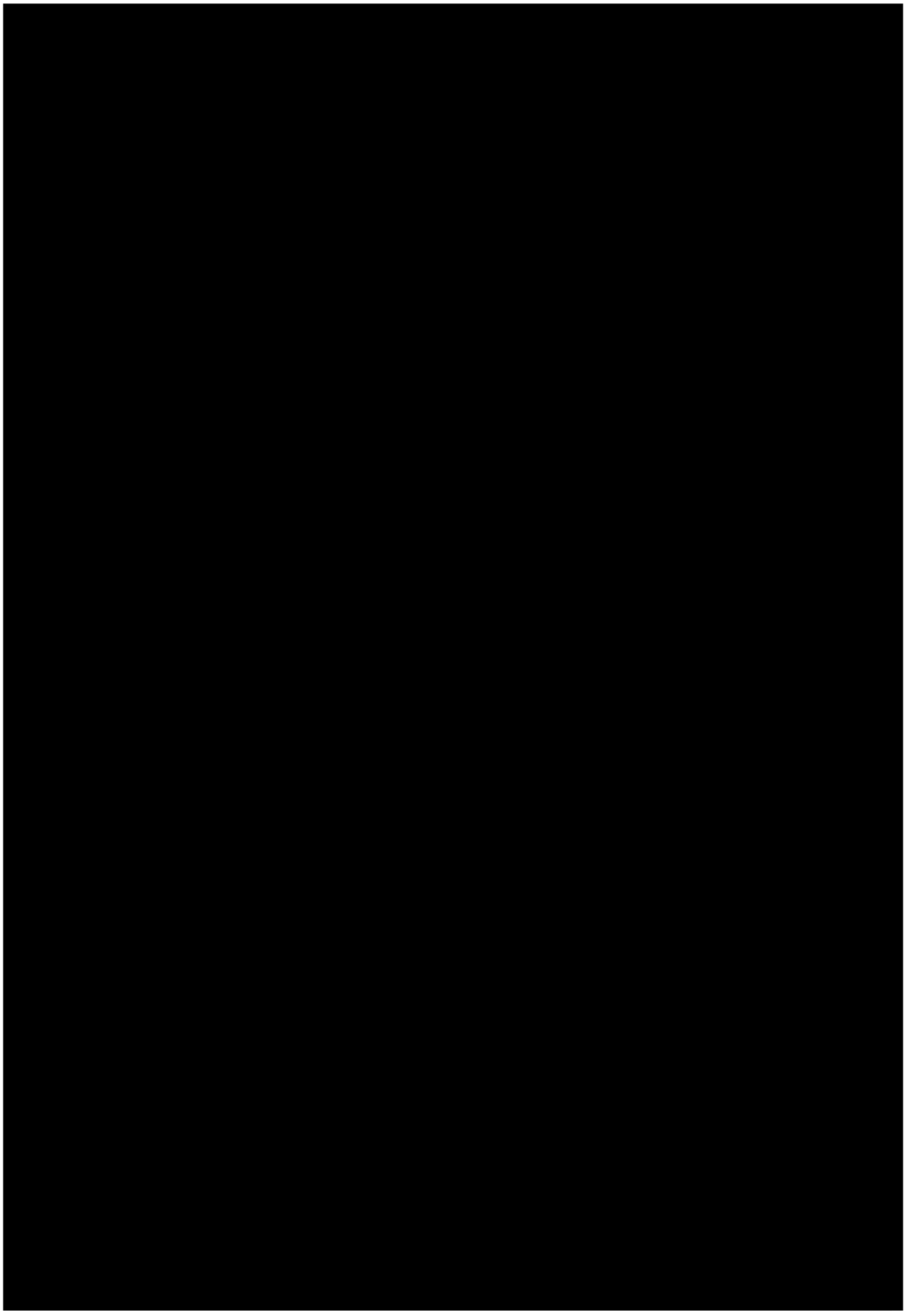

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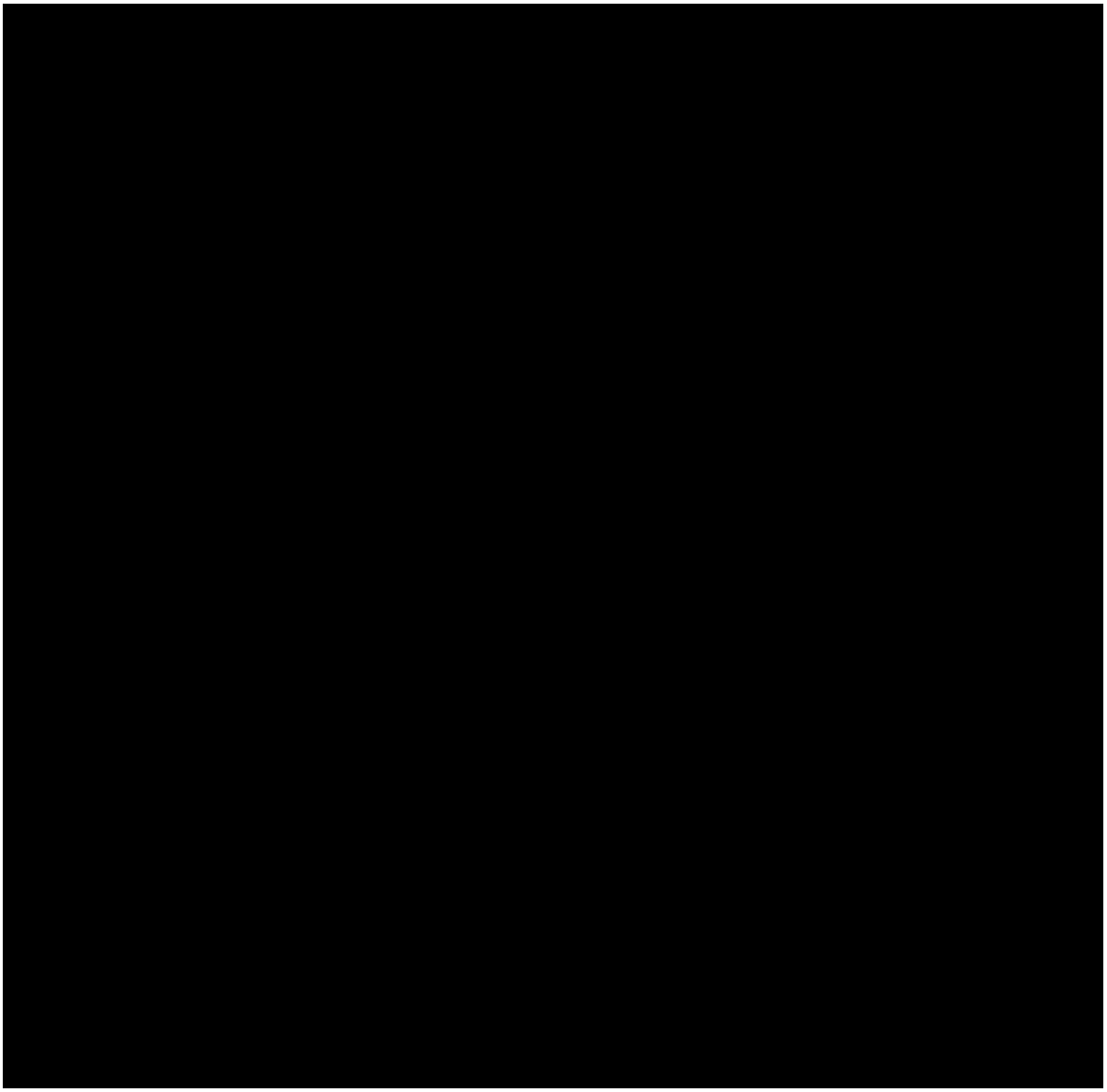

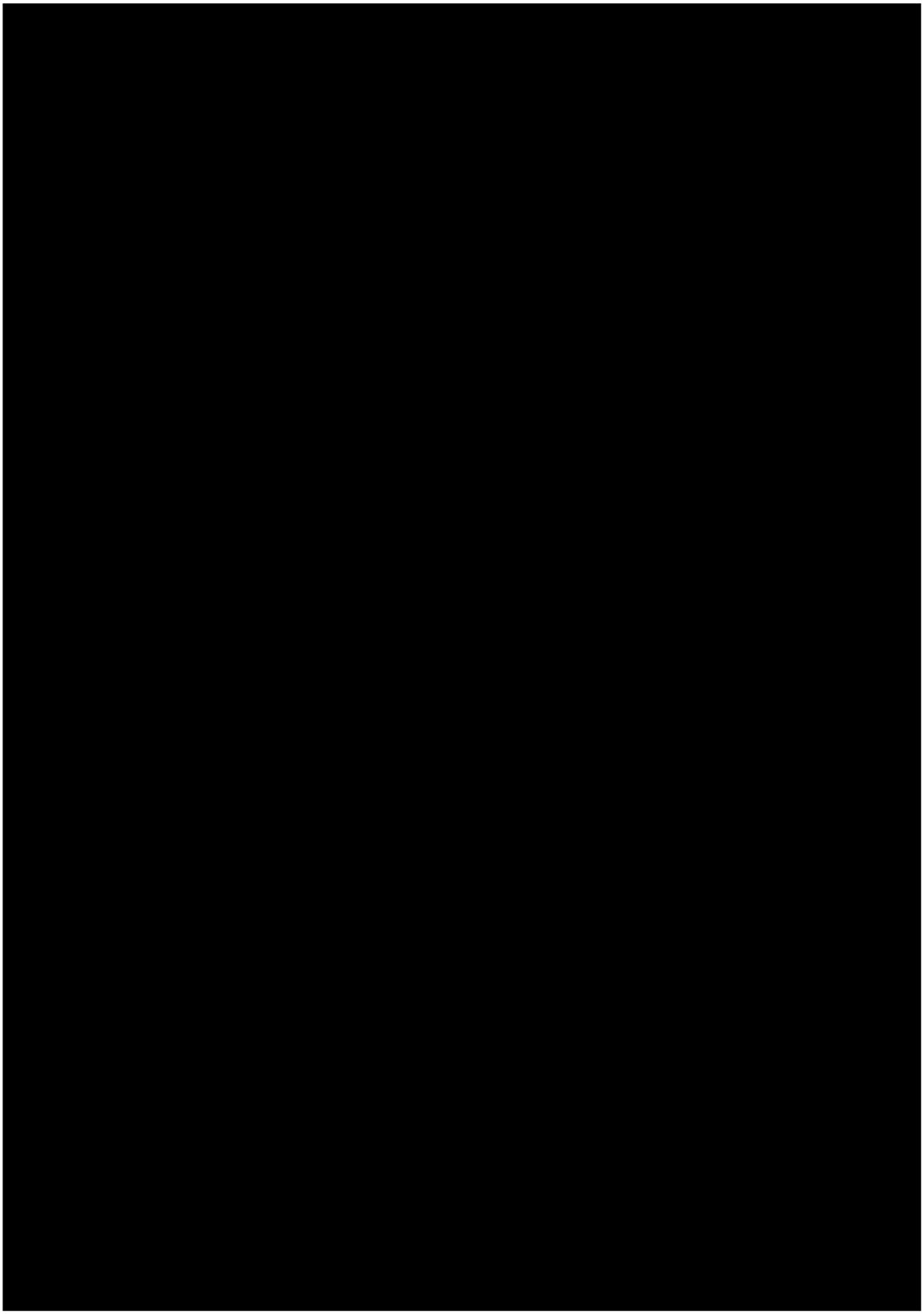

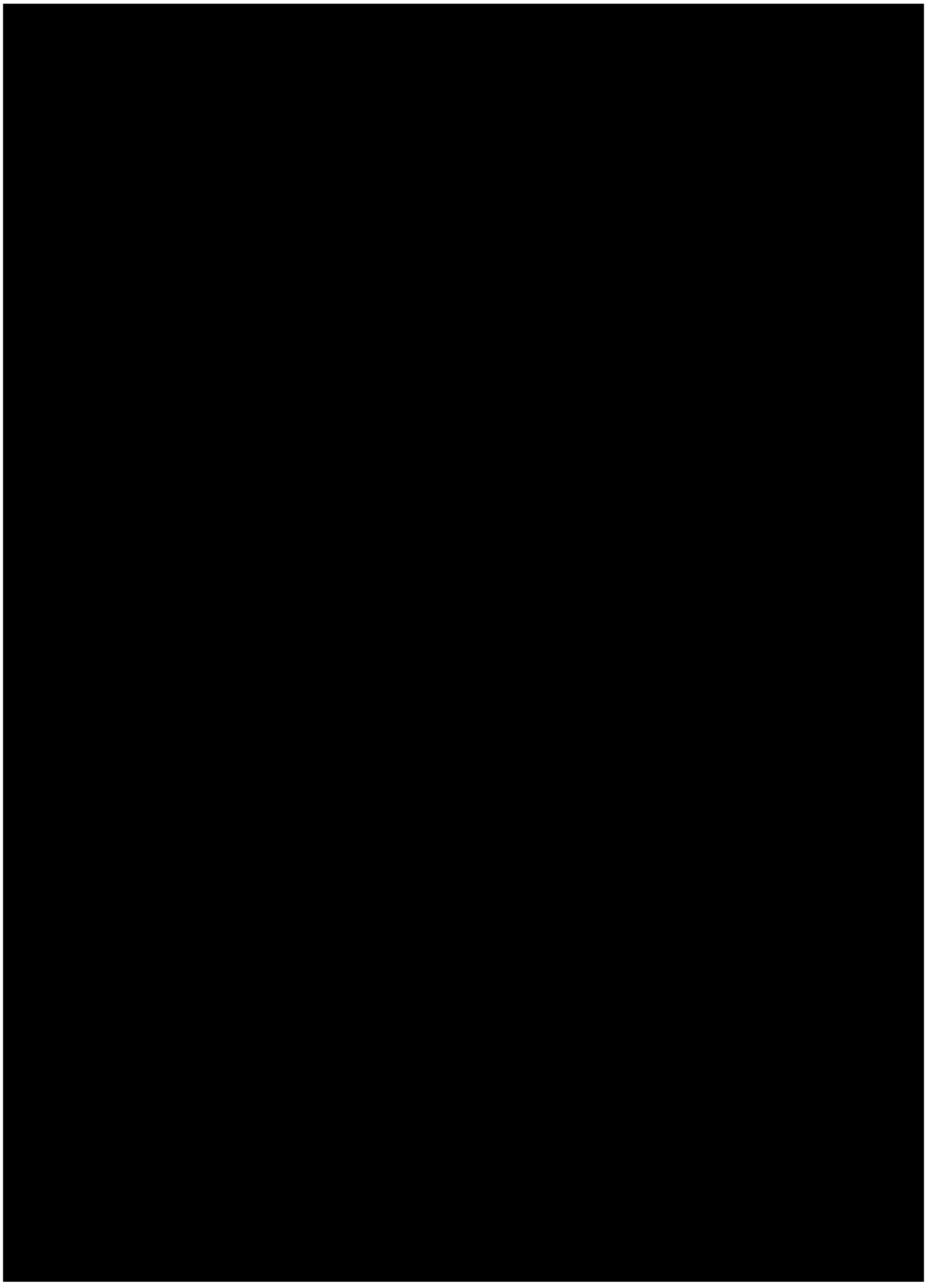

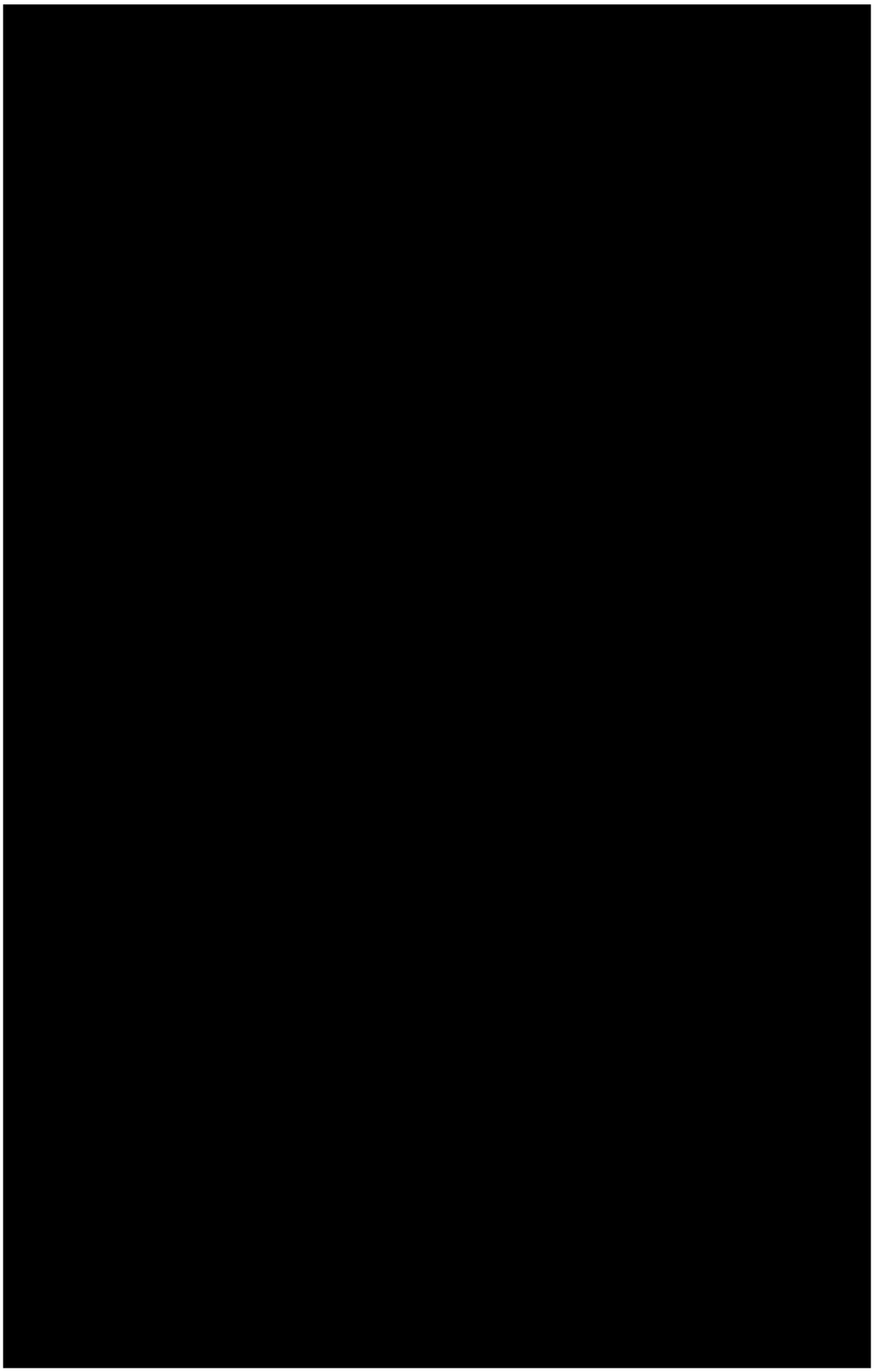

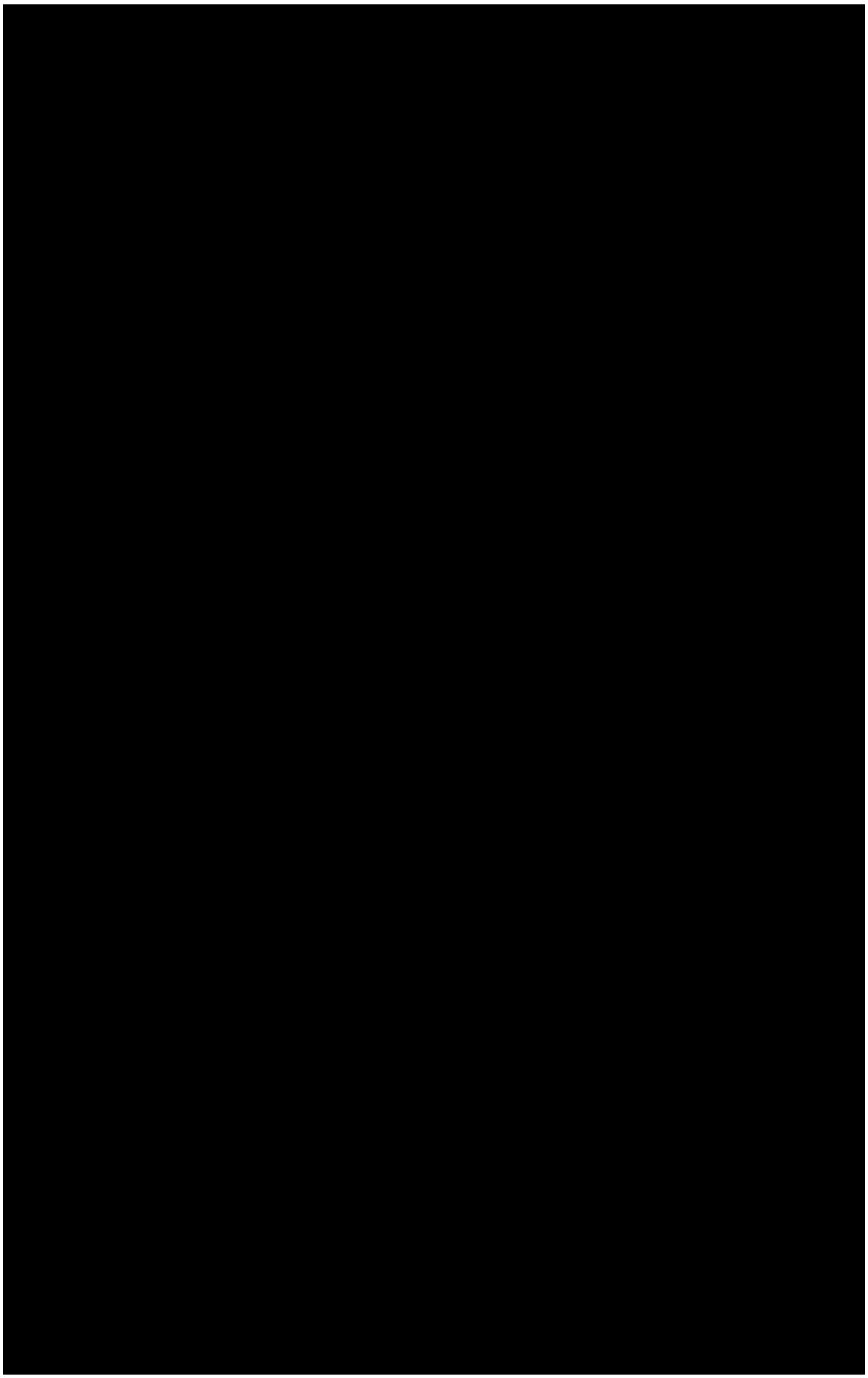

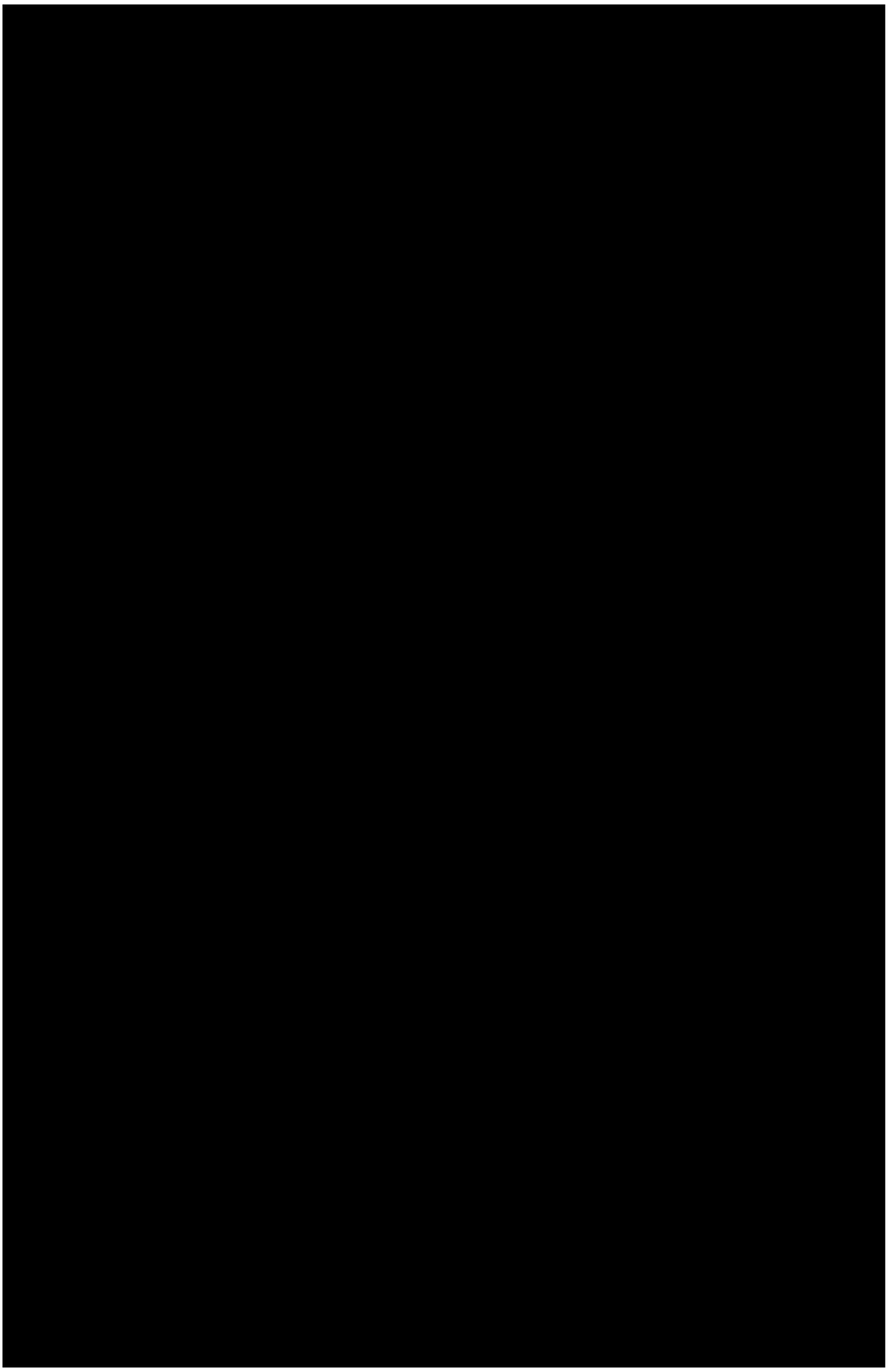

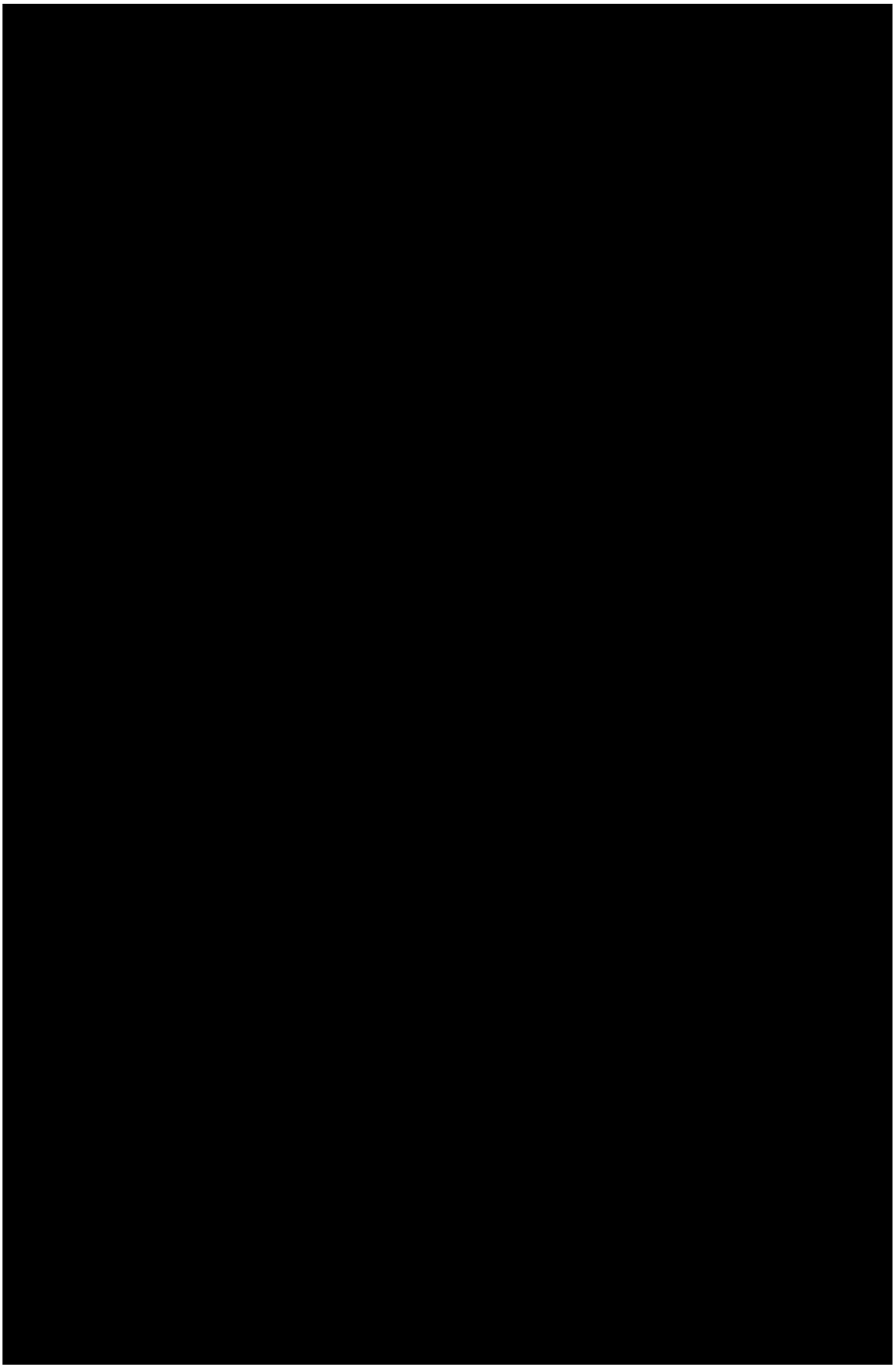

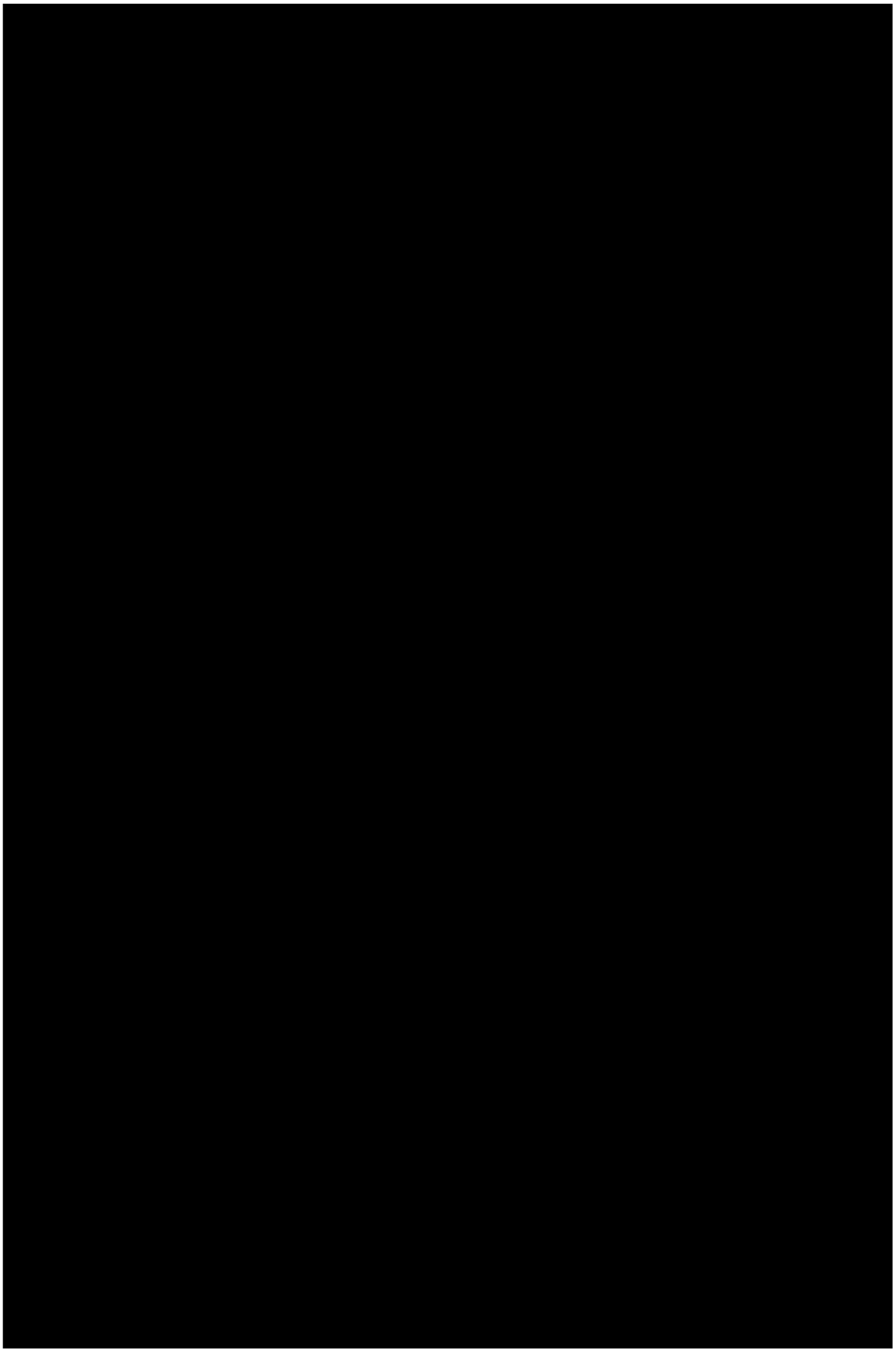

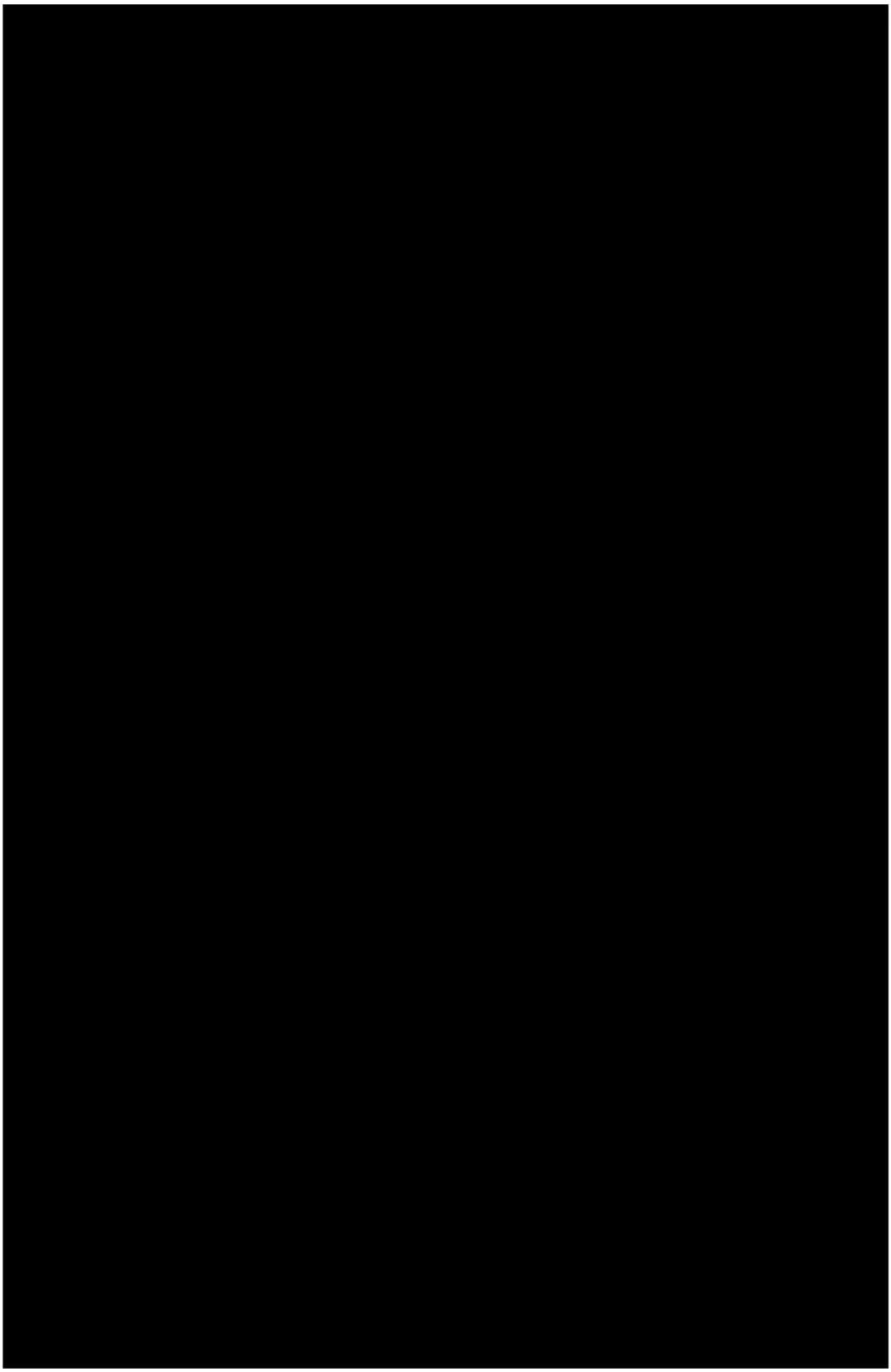

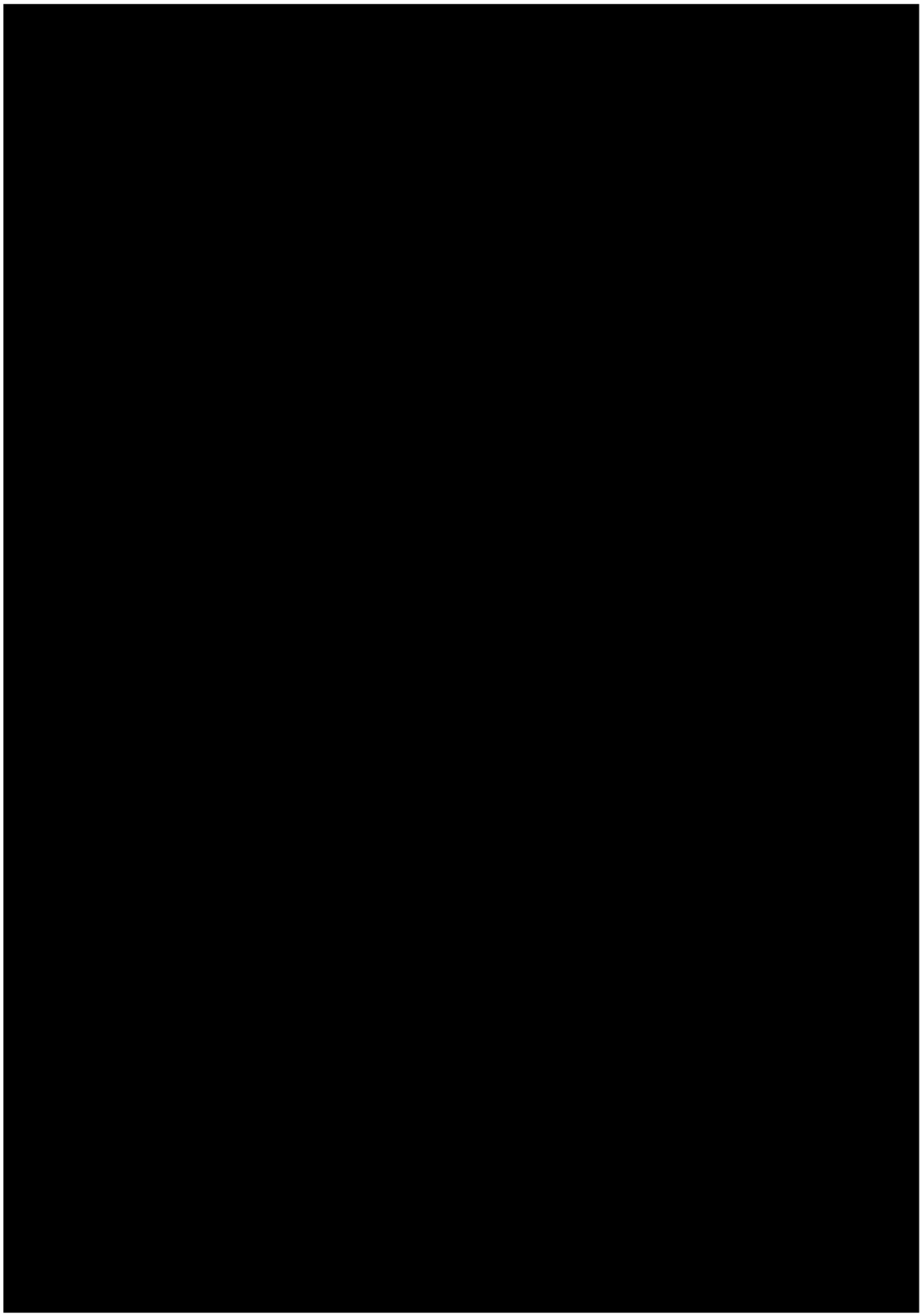

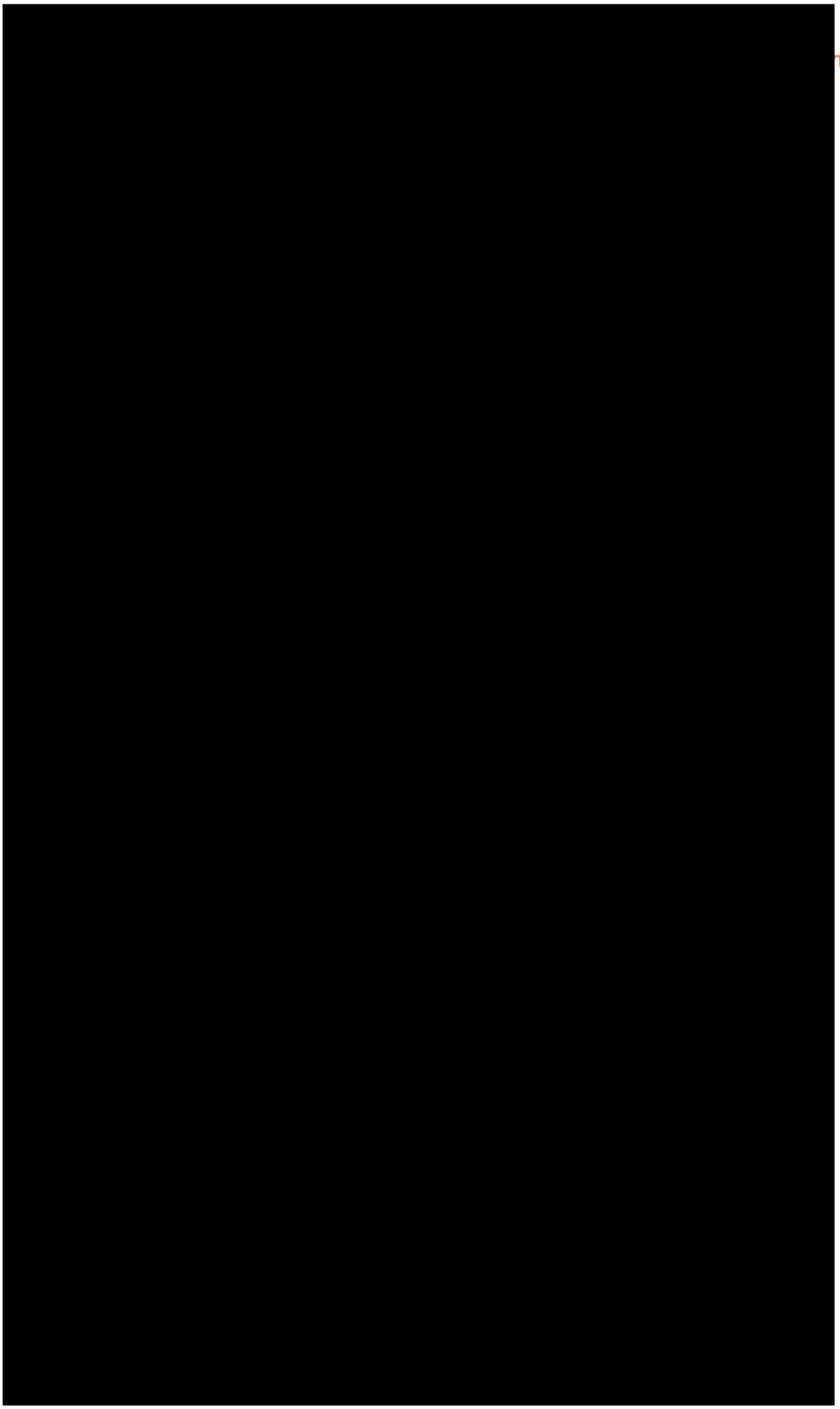

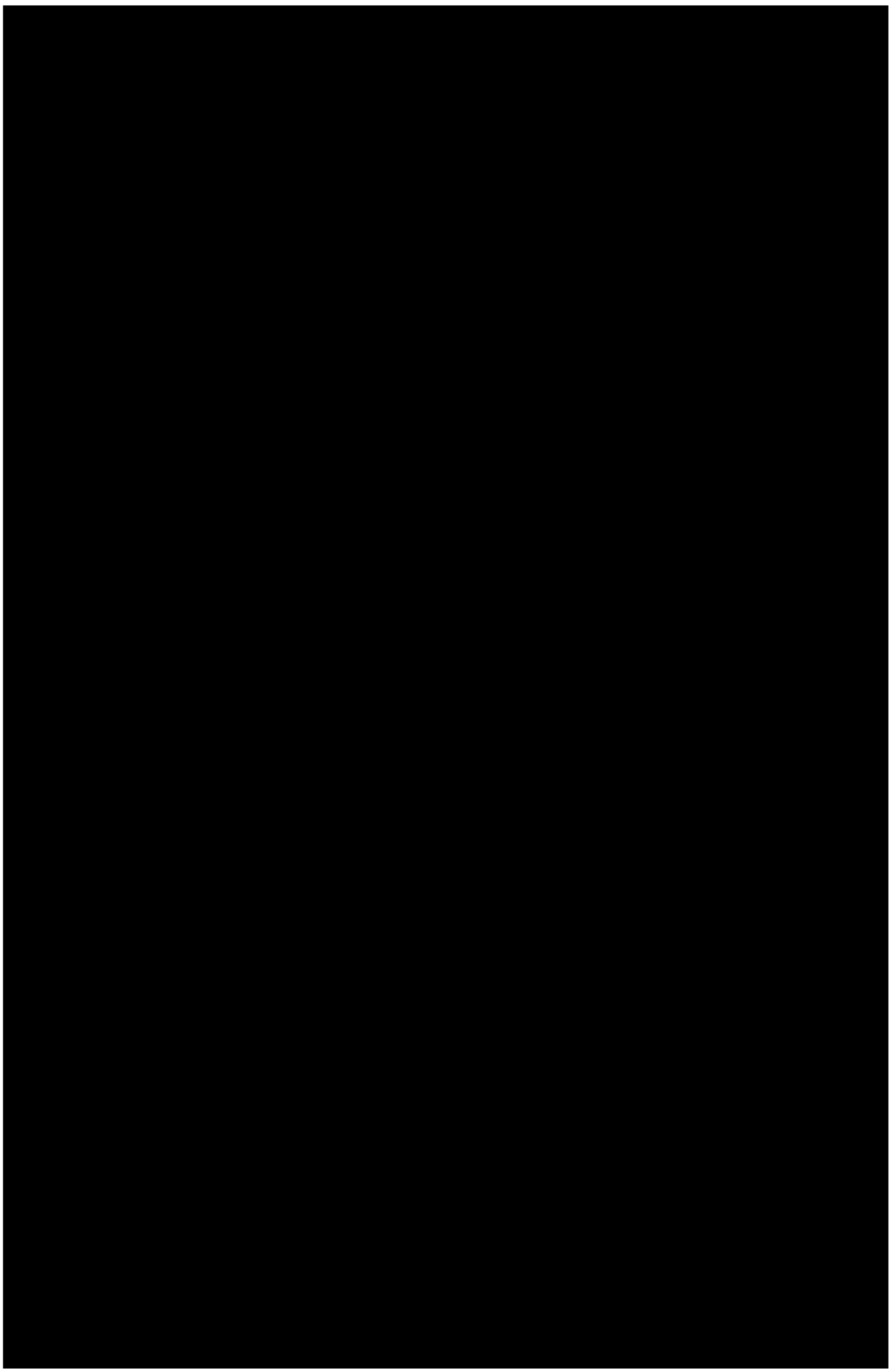

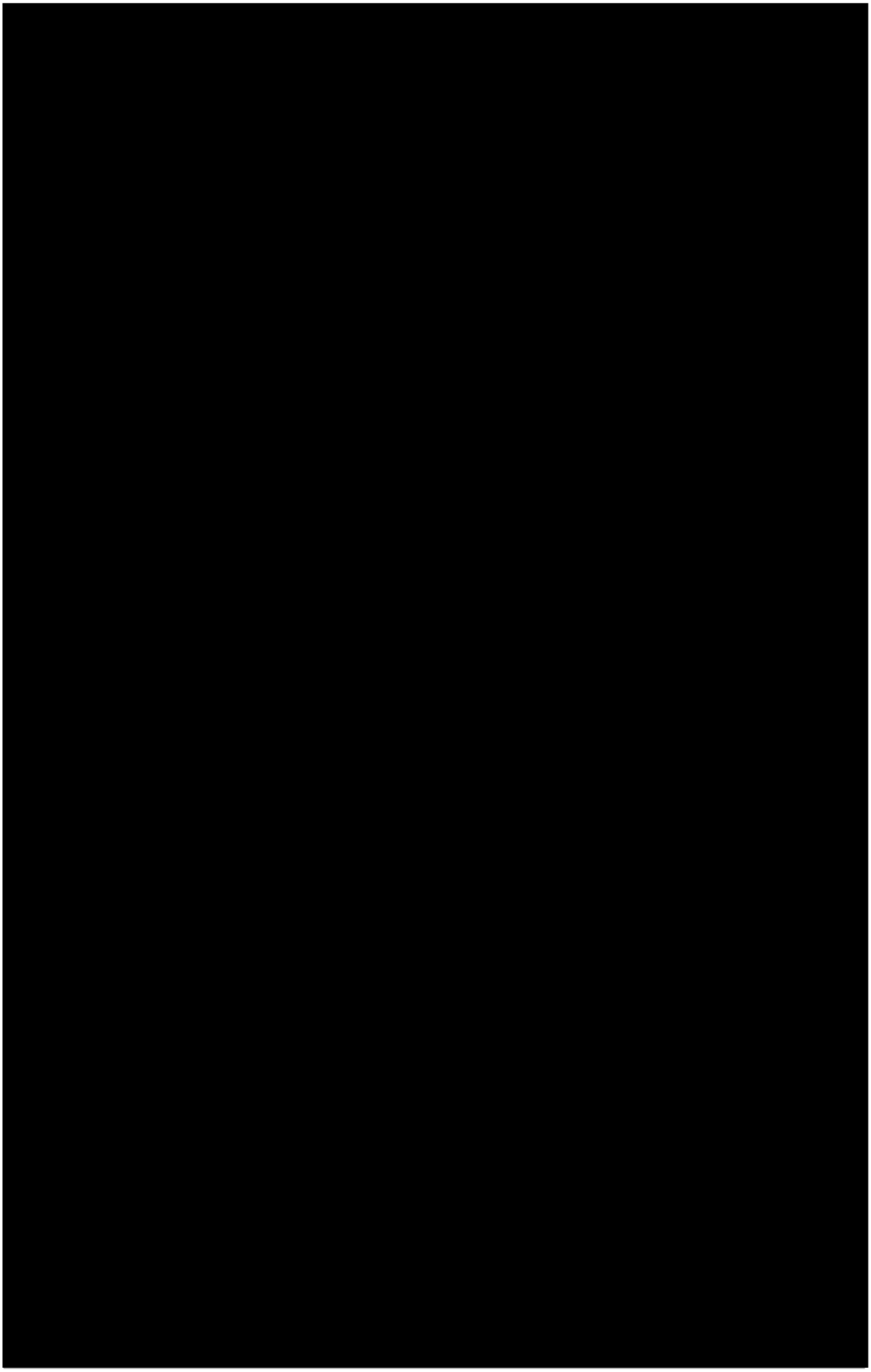

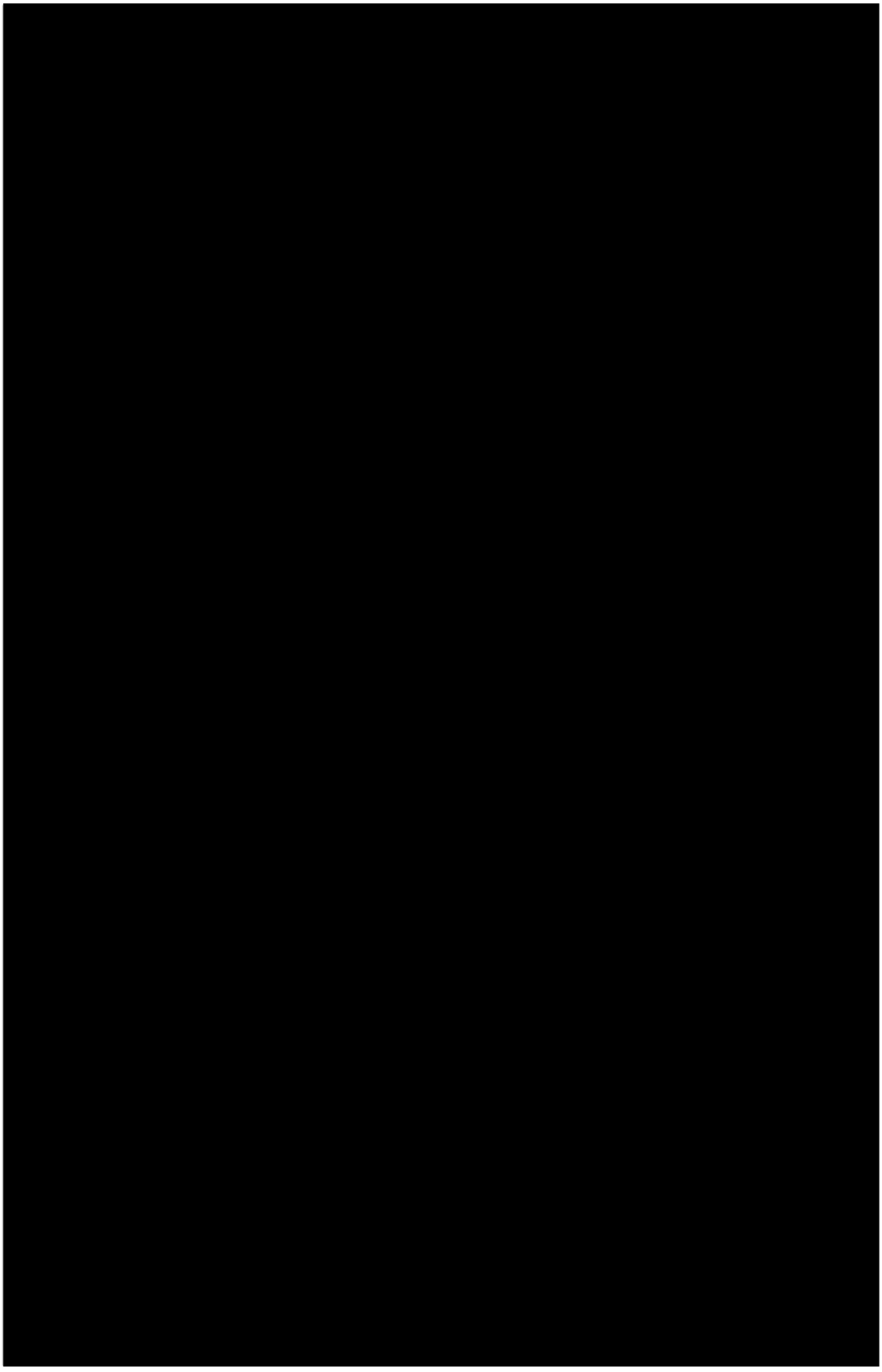

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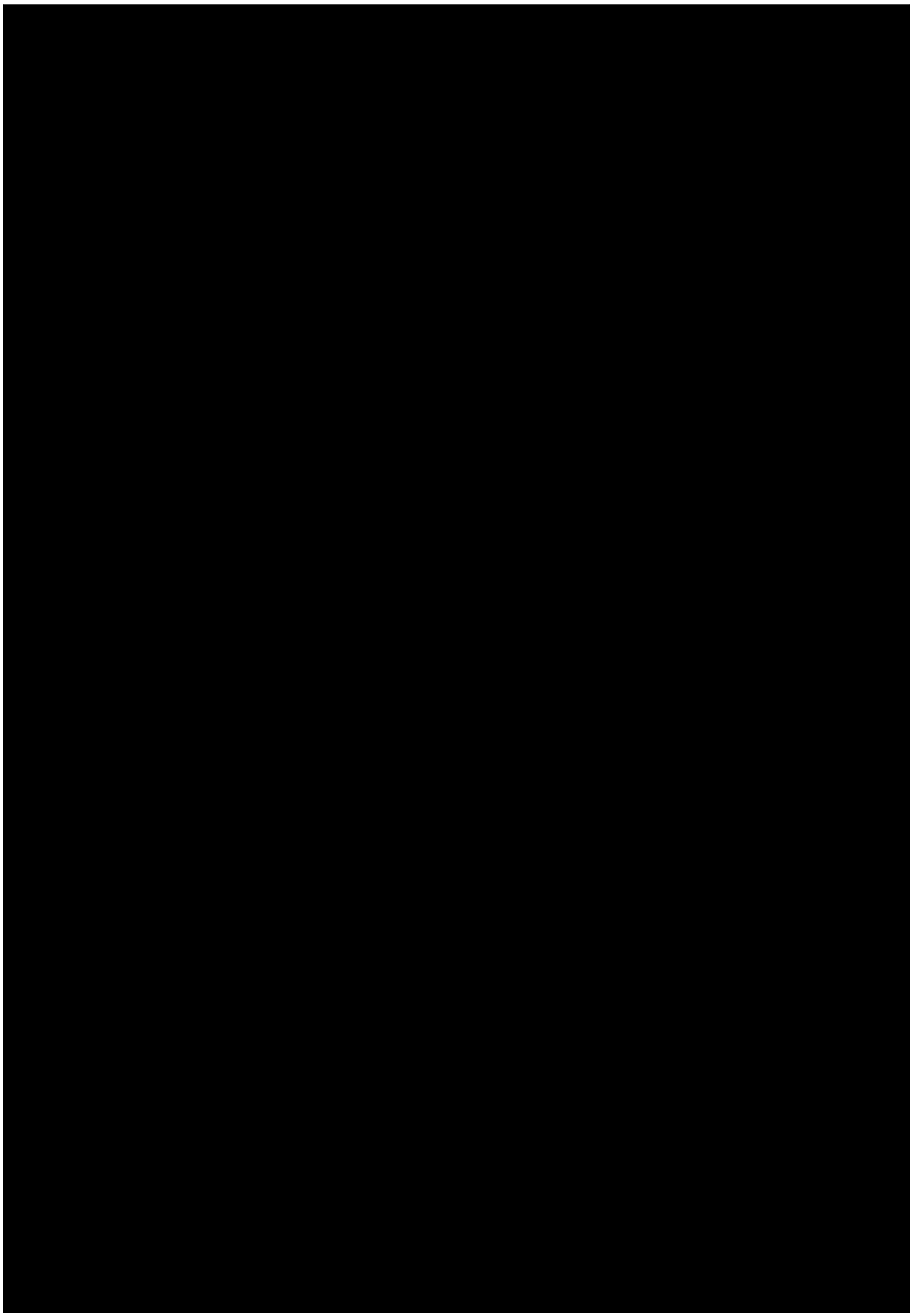

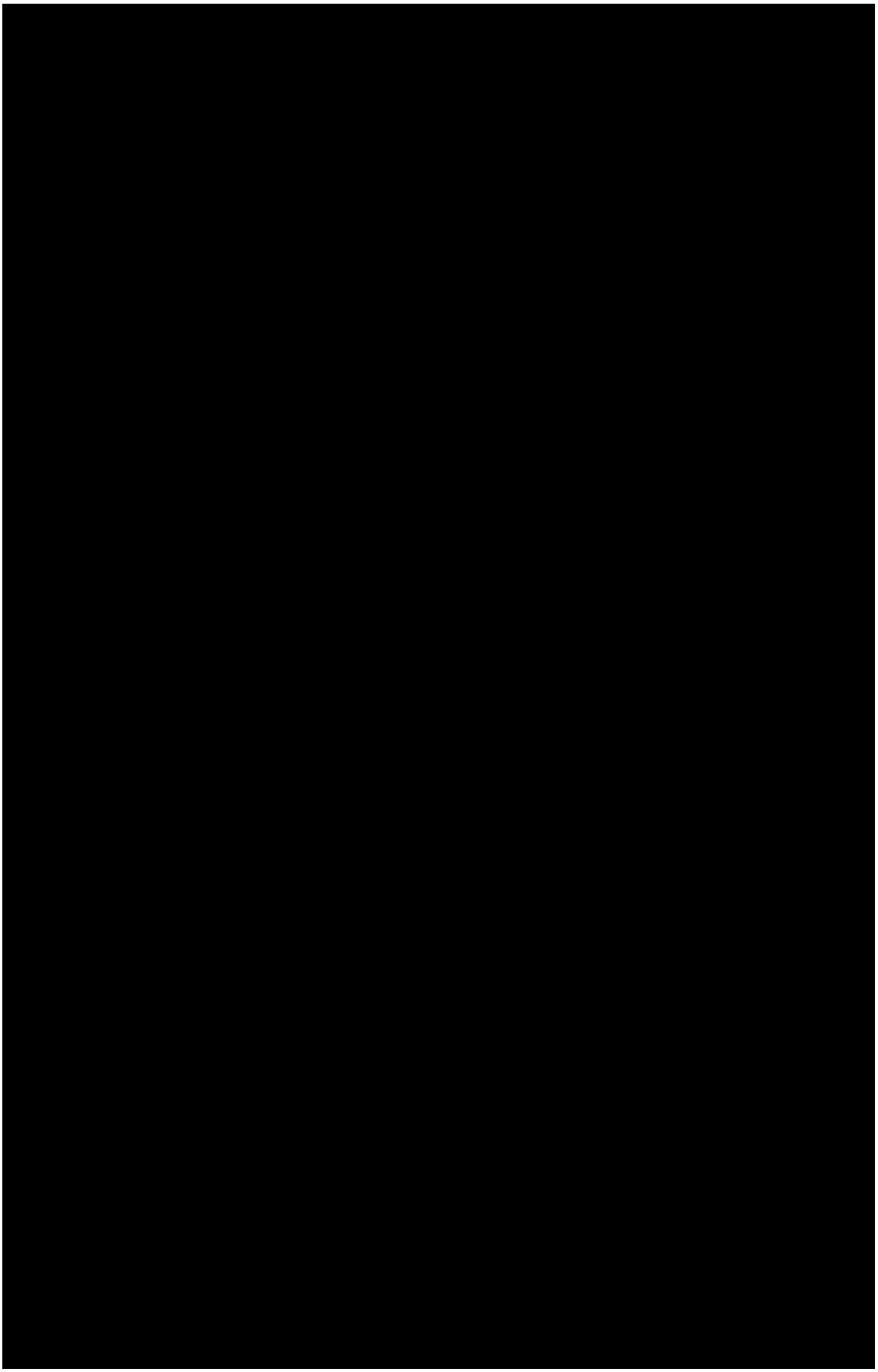

SCHEDULE 5

Commercial Schedule

Ceiling Prices

The Ceiling Prices set out in this Schedule 5 are fixed for the duration of the Term.

Face-to-Face Delivery Model Ceiling Price:	£[redacted]
Digital Delivery Model Ceiling Price:	£[redacted]

SCHEDULE 6

Ordering Procedure

1. **Ordering Procedure**

1.1 If the Commissioner decides to call-off Services and enter into a Contract under this Framework Agreement, it will award the Contract in accordance with the procedures in this Schedule 6. For the avoidance of doubt, the Commissioner will not award a Contract to a Framework Provider:

1.1.1 that has not met the requirements of:

(a) the DSPT;

(b) the Digital Technology Assessment Criteria (as defined in paragraph 3.6 of the Specification);

(c) the Identity Verification and Authentication Standard for Digital Health and Care Services (as defined in paragraph 3.8 of the Specification); and

(d) General Conditions 5.11 in relation to Enhanced DBS & Barred List Checks, and

1.1.2 who cannot evidence that their TDR products comply with relevant legislation and standards; and

1.1.3 where the Commissioner, acting reasonably, has unresolved concerns relating to the financial sustainability of the Framework Provider. Where the Commissioner has concerns relating to the financial sustainability of the Framework Provider, it will outline these concerns to the Framework Provider and provide an opportunity for the Framework Provider to resolve those concerns to the satisfaction of the Commissioner prior to the Commissioner making a decision to not award the Framework Provider a Contract.

1.2 Subject to paragraph 1.1 of this Schedule 6, the Commissioner may award a Contract without holding a Mini-Competition in accordance with the procedure set out in paragraph 2 of this Schedule 6 in the following circumstances:

1.2.1 if the Commissioner can determine that:

(a) its requirements can be met by the Framework Provider's description of the Services as set out in the Tender Response Document;

(b) all of the terms of the proposed Contract are laid down in this Framework Agreement; and

(c) the Call-off Terms and Conditions do not require material amendments or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Call-off Terms and Conditions); or

1.2.2 where no tenders or no suitable tenders (in the opinion of the Commissioner acting reasonably) have been submitted in response to an invitation to submit a tender in accordance with the Mini-Competition Procedure set out in paragraph 3 below; or

1.2.3 where the Commissioner's requirements for a new Contract specifies a geographical area in which Services are already being provided under an existing Contract held by a Framework Provider, and the Commissioner considers that a further Contract should be awarded to that Framework Provider to ensure continuity for the relevant population.

1.3 If none of the provisions in paragraph 1.2 of this Schedule 6 apply and/or the Commissioner:

1.3.1 requires the Framework Providers to develop proposals or a solution in respect of the Commissioner's requirements; and/or

1.3.2 needs to make material amendments or refinements to the Call-off Terms and Conditions to reflect its requirements; and/or

1.3.3 determines in its absolute discretion that a Mini-Competition Procedure is most appropriate in the circumstances,

then the Commissioner shall award a Contract in accordance with the Mini-Competition Procedure set out in paragraph 3 below.

2. **Direct Ordering without a Mini-Competition**

2.1 Subject to paragraph 1.1 and 1.2 of this Schedule 6, the Commissioner awarding a Contract under this Framework Agreement without holding a Mini-Competition shall:

2.1.1 develop a clear Statement of Requirements; and

2.1.2 send an Order to the Framework Provider ranked highest following the evaluation of its Tender Response Document (as set out in Schedule 4); but

2.1.3 if the Framework Provider who was ranked highest (or the Framework Provider ranked next highest, as the case may be) provides written evidence to the Commissioner's reasonable satisfaction that, due to exceptional circumstances beyond its control, the Framework Provider is not able to provide the Services as set out in the Statement of Requirements, then the Commissioner shall send an Order to the Framework Provider ranked next highest; and

2.1.4 repeat the process set out in paragraph 2.1.3 of this Schedule 6 until the Order can be fulfilled or there are no further Framework Providers qualified to fulfil it.

2.2 If:

2.2.1 the Provider provides written evidence as referred to in paragraph 2.1.3 of this Schedule 6; and

2.2.2 the Commissioner is not satisfied with such evidence in accordance with paragraph 2.1.3 of this Schedule 6,

then the Commissioner may terminate this Framework Agreement in accordance with Clause 14.6.6.

2.3 Subject to paragraph 2.1.3 of this Schedule 6, a Framework Provider who receives an Order in accordance with paragraph 2.1 of this Schedule 6 must accept the Order and the Commissioner will then award a Contract in accordance with the procedure set out in paragraph 5 of this Schedule 6, such

Contract to:

2.3.1 include the requirements as set out in the Statement of Requirements;

2.3.2 incorporate the Tender Response Document for the relevant Framework Provider;

2.3.3 state the Prices payable under the Contract, including the relevant Ceiling Prices as set out in Schedule 5; and

2.3.4 incorporate the Call-off Terms and Conditions (as may be amended or refined by the Commissioner) applicable to the Services.

3. **Mini-Competition Procedure**

Commissioner's Obligations

3.1 In awarding a Contract under this Framework Agreement through a Mini-Competition Procedure, the Commissioner shall:

3.1.1 develop a Statement of Requirements setting out its requirements for the Services and identify the Framework Providers capable of supplying the Services;

3.1.2 amend or refine the Call-off Terms and Conditions to reflect its requirements;

3.1.3 invite tenders by conducting a Mini-Competition Procedure for its requirements and in particular:

(a) invite the Framework Providers identified in accordance with paragraph 3.1.1 of this Schedule 6 to submit a tender in writing for each proposed Contract to be awarded by giving written notice by email or through an e-tendering portal to the relevant representative of each Framework Provider;

(b) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Contract and the time needed to submit tenders; and

(c) keep each tender confidential until the time limit set out for the return of tenders has expired;

3.1.4 apply the Mini-Competition Award Criteria to the Framework Providers' compliant tenders submitted through the Mini-Competition Procedure as the basis of its decision to award a Contract for its requirements;

3.1.5 award its Contract to the successful Framework Provider in accordance with paragraph 5 of this Schedule 6 such Contract to:

(a) include the requirements as set out in the relevant Statement of Requirements;

(b) incorporate the successful Framework Provider's response to the Mini-Competition;

(c) state the Prices payable for the requirements in accordance with the tender submitted by the successful Framework Provider, such Prices to be no

greater than the Ceiling Prices;

(d) incorporate the Call-off Terms and Conditions (as may be amended or refined by the Commissioner in accordance with paragraph 3.1.2 of this Schedule 6) applicable to the Services; and

3.1.6 (at the Commissioner's sole discretion) provide unsuccessful Framework Providers with feedback (whether written or oral) as to the reasons why their tenders were unsuccessful.

The Provider's Obligations

3.1.7 If the Provider decides to respond to the Commissioner's invitation to tender issued in accordance with paragraph 3.1.3 of this Schedule 6, then the Provider shall in writing, by the time and date specified by the Commissioner in that invitation to tender provide the Commissioner with the full details of its tender made in respect of the relevant Statement of Requirements, such tender to include, as a minimum:

(a) an email response subject line to comprise unique reference number and Provider name, so as to clearly identify the Provider; and

(b) any information requested in the Mini-Competition invitation to tender issued by the Commissioner.

3.1.8 The Provider agrees that:

(a) all tenders submitted by the Provider in relation to a Mini-Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Commissioner for ninety (90) Operational Days (or such other period specified in the invitation to tender issued by the Commissioner in accordance with the Ordering Procedure); and

(b) all tenders submitted by the Provider are made and will be made in good faith and that the Provider has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Provider certifies that it has not and undertakes that it will not:

(i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

(ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

(c) where the Provider has been awarded a Contract, before signature of the Contract, the Commissioner will consider seeking from the Provider assurances that the requirements set out in paragraph 1.1 of this Schedule 6 have been met and, if requested by the Commissioner, the Provider will provide such assurances in any form stipulated by the Commissioner and within the timescale indicated by the Commissioner; and

(d) if the Provider cannot provide the assurances set out in paragraph 3.1.8(c) of this Schedule 6 in any form stipulated by the Commissioner and within the timescale indicated by the Commissioner, or the Commissioner is not reasonably satisfied by the assurances provided, then the Commissioner has the right to withdraw the award of the Contract to the Provider and award the Contract instead to the next highest scoring Framework Provider.

4. **No Award**

4.1 Notwithstanding the fact that the Commissioner has followed a procedure as set out in paragraph 2 or 3 of this Schedule 6 (as applicable), the Commissioner shall be entitled at all times to decline to make an award for its requirements. Nothing in this Framework Agreement shall oblige the Commissioner to award any Contract.

5. **Call off Award Procedure and Contract formation**

5.1 Subject to paragraphs 1 to 4 (inclusive) of this Schedule 6, the Commissioner may award a Contract to the Provider by sending (including electronically) the Order to the Provider. The Parties agree that any document or communication (including any document or communication in the apparent form of a Contract) which is not as described in this paragraph 5 shall not constitute a Contract under this Framework Agreement.

5.2 On receipt of the Order as described in paragraph 5.1 of this Schedule 6 from the Commissioner the Provider shall accept the Order by promptly signing (such signing to be carried out by a person authorised to contractually bind the Provider) and returning (including by electronic means) a copy of the signed Order to the Commissioner.

5.3 On receipt of the signed Order from the Provider, the Commissioner will:

5.3.1 sign and date the Order; and then

5.3.2 send (including by electronic means) a copy of the signed and dated Order to the Provider within two (2) Operational Days and a Contract shall be formed.

SCHEDULE 7

Call-Off Terms and Conditions

The Parties acknowledge that:

- the Call-Off Terms and Conditions will be in the form of the NHS Standard Contract;
- the NHS Standard Contract is updated each year with the updated version being in force from 1 April each year;
- this Schedule 7 of the Agreement contains the NHS Standard Contract 2022/23 version with a partially completed template version of the particulars part of the NHS Standard Contract 2022/23 alongside the service conditions part and the general conditions part of the NHS Standard Contract 2022/23;
- the documentation issued as part of a Mini-Competition will contain an updated version of the particulars part of the version of the NHS Standard Contact in force at that time and the Parties agree that the updated version will apply to the Contract entered into pursuant to that Mini-Competition subject to the bullet point immediately below and any changes made as part of the Contract award process; and
- the Call-Off Terms and Conditions that are entered into by the Parties in relation to a Contract will be the version of the NHS Standard Contract that is in force at that time.

NHS Standard Contract 2022/23 Particulars (Full Length)

Contract title / ref: [insert]

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send contracts to this email address)

Version number: 1

First published: March 2022

Publication Approval Number: PAR907

Contract Reference	**[To be inserted]**

DATE OF CONTRACT	**[To be inserted]**
SERVICE COMMENCEMENT DATE	**[To be inserted]**
CONTRACT TERM	**As set out in section 3.10 of Schedule 2A (Service Specification) subject to early termination**
COMMISSIONERS	**NHS England**
CO-ORDINATING COMMISSIONER *See GC10 and Schedule 5C*	**NHS England**
PROVIDER	**[ ] (ODS [ ])** **Principal and/or registered office address:** **[ ]** **[Company number: [ ]**

CONTENTS

[To be added on Contract Award]

SERVICE CONDITIONS

SC1 Compliance with the Law and the NHS Constitution
SC2 Regulatory Requirements
SC3 Service Standards
SC4 Co-operation
SC5 Commissioner Requested Services/Essential Services
SC6 Choice and Referral
SC7 Withholding and/or Discontinuation of Service
SC8 Unmet Needs, Making Every Contact Count and Self Care
SC9 Consent
SC10 Personalised Care
SC11 Transfer of and Discharge from Care; Communication with GPs
SC12 Communicating With and Involving Service Users, Public and Staff
SC13 Equity of Access, Equality and Non-Discrimination
SC14 Pastoral, Spiritual and Cultural Care
SC15 Urgent Access to Mental Health Care
SC16 Complaints
SC17 Services Environment and Equipment
SC18 Green NHS and Sustainability
SC19 Food Standards and Sugar-Sweetened Beverages
SC20 Service Development and Improvement Plan
SC21 Infection Prevention and Control and Staff Vaccination
SC22 Assessment and Treatment for Acute Illness
SC23 Service User Health Records
SC24 NHS Counter-Fraud Requirements
SC25 Other Local Agreements, Policies and Procedures
SC26 Clinical Networks, National Audit Programmes and Approved Research Studies
SC27 Formulary
SC28 Information Requirements
SC29 Managing Activity and Referrals
SC30 Emergency Preparedness, Resilience and Response
SC31 Force Majeure: Service-Specific Provisions
SC32 Safeguarding Children and Adults
SC33 Incidents Requiring Reporting
SC34 Care of Dying People and Death of a Service User
SC35 Duty of Candour
SC36 Payment Terms
SC37 Local Quality Requirements
SC38 CQUIN
SC39 Procurement of Goods and Services

Annex A National Quality Requirements
Annex B Provider Data Processing Agreement

GENERAL CONDITIONS

Definitions and Interpretation

CONTRACT

Contract title: [To be inserted]…….

Contract ref: [To be inserted ……..….

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

1. these **Particulars**, as completed and agreed by the Parties and as may be varied from time to time in accordance with GC13 (*Variations)*;

2. the **Service Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/;

3. the **General Conditions (Full Length)**, as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/.

Each Party acknowledges and agrees

(i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and

(ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under Regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (*Responsibilities and Standing Rules*) Regulations 2012, with effect from the date of such publication.

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

SIGNED by	**…….** **Signature**
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of NHS England	**…….** **Title** **…….** **Date**
SIGNED by	**…….** **Signature**
[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT PROVIDER NAME]	**…….** **Title** **…….** **Date**

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date *See GC2.1*	**[To be confirmed]**
Expected Service Commencement Date *See GC3.1*	**[To be confirmed], or such other date as may be specified by the Commissioner in accordance with Schedule 1C (Extension of Contract Term)**
Longstop Date *See GC4.1 and 17.10.1*	**The Longstop Date for meeting the Conditions Precedents is the day before the Expected Services Commencement Date (as may be amended in accordance with Schedule 1C (Extension of Contract Term))**
Contract Term	**As set out in section 3.10 of Schedule 2A (Service Specification) subject to early termination**
Commissioner option to extend Contract Term *See Schedule 1C, which applies only if YES is indicated here*	**YES**
Commissioner Notice Period (for termination under GC17.2)	**If the Commissioner exercises its right to terminate pursuant to paragraph 9 of Schedule 1C (Extension of Contract Term) below: 2 months** **If the Commissioner <u>does not</u> exercise its right to terminate pursuant to paragraph 9 of Schedule 1C (Extension of Contract Term) below: 6 months**
Commissioner Earliest Termination Date (for termination under GC17.2)	**If the Commissioner exercises its right to terminate pursuant to paragraph 9 of Schedule 1C (Extension of Contract Term) below: the Expected Service Commencement Date** **If the Commissioner <u>does not</u> exercise its right to terminate pursuant to paragraph 9 of Schedule 1C (Extension of Contract Term) below: 3 months after the Service Commencement Date**
Provider Notice Period (for termination under GC17.3)	**6 months**
Provider Earliest Termination Date (for termination under GC17.3)	**3 months after the Service Commencement Date**

SERVICES	
Service Categories	**Indicate all categories of service which the Provider is commissioned to provide under this Contract.** *Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.*
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	
The Parties agree that the Services do not fall under any of the service categories above and therefore the only Service Conditions and provisions of Annex A that apply to the Services are those that are marked with "All".	
Service Requirements	
Prior Approval Response Time Standard *See SC29.25*	**Not applicable**
GOVERNANCE AND REGULATORY	
Nominated Mediation Body (where required – see GC14.4)	**CEDR**
Provider's Nominated Individual	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Information Governance Lead	**[ ]** **Email: [ ]** **Tel: [ ]**

Provider's Data Protection Officer (if required by Data Protection Legislation)	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Caldicott Guardian	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Senior Information Risk Owner	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Accountable Emergency Officer	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Safeguarding Lead (children) / named professional for safeguarding children	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Child Sexual Abuse and Exploitation Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Mental Capacity and Liberty Protection Safeguards Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Prevent Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Freedom To Speak Up Guardian(s)	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's UEC DoS Contact	**Not Applicable**
Commissioners' UEC DoS Leads	**Not Applicable**
Provider's Infection Prevention Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Health Inequalities Lead	**[ ]** **Email: [ ]** **Tel: [ ]** **Or** **Not Applicable [if the Provider is not an NHS Trust or Foundation Trust]**
Provider's Net Zero Lead	**[ ]** **Email: [ ]** **Tel: [ ]** **Or** **Not Applicable [if the Provider is not an NHS Trust or Foundation Trust]**
Provider's 2018 Act Responsible Person	**Not Applicable**
CONTRACT MANAGEMENT	
Addresses for service of Notices	

See GC36	**Commissioner: [ ]** **Address: [ ]** **Email: [ ]** **[The information above and below is to be completed on contract award]** **Provider: [ ]** **Address: [ ]** **Email: [ ]**
Frequency of Review Meetings *See GC8.1*	**Quarterly**
Commissioner Representative(s) *See GC10.3*	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]** **[The information above is to be completed on contract award]**
Provider Representative *See GC10.3*	**[ ]** **Address: [ ]** **Email: [ ]** **Tel: [ ]**

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

[DN: To be confirmed prior to contract award as appropriate]

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

1. Evidence of appropriate Indemnity Arrangements

2. Evidence of CQC registration in respect of Provider [and Material Sub-Contractors (where required)] if required or evidence that CQC registration is not required

3. [Evidence of the Provider Licence in respect of Provider and Material Sub-Contractors (where required)]

4. [Copies of the following Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner] [*LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT*]

5. Evidence that the Provider has employed or engaged a Medical Director as required by section 3.2.12 of the Service Specification

6. Evidence that TDR products that the Provider intends to use comply with all relevant legislation and standards

7. Evidence of compliance with General Conditions 5.11 in relation to Enhanced DBS & Barred List Checks

8. Evidence of compliance with the final paragraph of section 3.2.12 of the Service Specification in relation to:
   - carrying out of Enhanced DBS & Barred List Checks in respect of all members of Staff engaged in the Service who are eligible for such checks;
   - not engaging any person in the Service who is barred from working with vulnerable adults or is otherwise unsuitable for working with vulnerable adults; and
   - ensuring that any Sub-contractor is subject to the same obligations as the two bullet points above

The Provider must complete the following actions:

[DN: To be confirmed prior to contract award as appropriate]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
Not Applicable		

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

[DN: To be confirmed prior to contract award as appropriate.]

Extension of Contract Term

1. As advertised to all prospective providers before the award of this Contract, and as set out in section 3.10 of the Service Specification, the Commissioner may vary the Intervention Period (as defined in the Service Specification) which has the effect of extending the Contract Term.

2. If the Commissioner wishes to exercise the option to extend the Contract Term in this way, the Commissioner will give written notice to that effect to the Provider as set out in section 3.10 of the Service Specification.

3. If the Commissioner gives notice to extend the Intervention Period in accordance with paragraph 2 above, the Contract Term will also be extended and the Expiry Date will be deemed to be the day after which the Provider submits the data submission for the last Service User being provided with the Service who completed the Final Session or other such day as agreed in writing between the Parties.

Changes to Expected Service Commencement Date

4. The Provider acknowledges and agrees that the Commissioner will be entitled, in its absolute discretion, to:

    4.1 amend the Expected Service Commencement Date in accordance with paragraph 5 of this Schedule 1C below; and/or

    4.2 terminate this Contract before the then current Expected Service Commencement Date in accordance with paragraph 9 of this Schedule 1C below.

5. Subject to paragraph 6 of this Schedule 1C below, the Commissioner will be entitled to amend the Expected Service Commencement Date not less than 2 months before the Expected Service Commencement Date by notifying the Provider in writing.

6. The Commissioner will be entitled to amend the Expected Service Commencement Date pursuant to paragraph 5 of this Schedule 1C on more than one occasion but the Commissioner will only be entitled to amend the Expected Service Commencement Date to a date that is later than the then current Expected Service Commencement Date. For the avoidance of doubt, the Commissioner will not be entitled to amend the Expected Service Commencement Date if it does not notify the Provider in writing of the amendment at least 2 months before the then current Expected Service Commencement Date and will not be entitled to amend it to a date that is sooner than the then current Expected Service Commencement Date.

7. If the Commissioner amends the Expected Service Commencement Date in accordance with paragraph 5 of this Schedule 1C, the Longstop Date will also be amended accordingly to the day before the new Expected Service Commencement Date.

8. The amendment of the Expected Service Commencement Date and the Longstop Date by the Commissioner in accordance with this Schedule 1C will not constitute a Variation and the provisions of General Condition 13 (Variations) will not apply in relation to such an amendment.

9. The Commissioner will be entitled to terminate this Contract immediately without cause by giving written notice to the Provider not less than 2 months before the then current Expected Service Commencement Date (as it may have been amended in accordance with this Schedule 1C).

10. For the avoidance of doubt, termination under paragraph 9 of this Schedule 1C will be deemed to be termination in accordance with General Condition 17.2.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

[DN: To be inserted on contract award]

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Primary and Community Mental Health Services

Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Not Applicable

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

[DN: To be confirmed prior to each Contract award as appropriate]

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Transition Arrangements are set out in the Transition section of the Service Specification at section 3.11

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Exit arrangements are set out in the Transition section of the Service Specification at section 3.11

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Not Applicable

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

[DN: To be provided by the successful bidder prior to Contract award]

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Provisions applicable to Primary Medical Services are set out in the Service Specification

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

Not Applicable

SCHEDULE 2 – THE SERVICES

N. Health Inequalities Action Plan

Requirements relating to tailoring the Services to the characteristics of the local population are contained in the Specification

SCHEDULE 3 – PAYMENT

A. Local Prices

[Note to Bidders: Following award of the Framework Agreement, this Schedule 3A may be subject to further amendment and refinement in accordance with the Ordering Procedure set out in Schedule 6 of the Framework Agreement prior to each Contract award.]

1. The Commissioner will pay the Provider for the Services in accordance with this Schedule 3A.

2. Notwithstanding General Condition 1.2, the Parties expressly agree that Service Condition 36 shall only apply to and be incorporated into this Contract as follows:

Sub-Conditions of Service Condition 36 which are incorporated into this Contract	**Sub-Conditions of Service Condition 36 which are excluded from this Contract**
36.2	36.1
36.3	36.5
36.4	36.6 - 36.9 (inclusive)
36.10	36.11 – 36.38 (inclusive)
36.39 – 36.42 (inclusive)	36.43
36.44	36.45A – 36.45 (inclusive)
36.47	36.46
36.48	36.49

Definitions

3. In this Schedule 3A the following definitions are used:

"Achieved"	means a Milestone and/or the Outcomes (as relevant) that have been achieved by the Provider in accordance with the Achievement Criteria and **"Achieve"** and **"Achievement"** shall be construed accordingly;
"Achievement Criteria"	means the Digital Achievement Criteria and the Face-to-Face Achievement Criteria;
"Data Output Specification"	means the data output specification to be submitted by the Provider to the Commissioner in accordance with Schedule 6A;
"Digital Achievement Criteria"	means the criteria which must be met by the Provider in relation to a Service User being provided with the Digital

	Delivery Model in order to Achieve a Milestone as set out in column 3 of Table 2 of this Part 1 of this Schedule 3A;
"Digital Delivery Model Price"	means the maximum price per Service User (set out in Table 1 of this Part 1 of this Schedule 3A) for the provision of the Service via the Digital Delivery Model payable to the Provider when all Milestones have been Achieved;
"Face-to-Face Achievement Criteria"	means the criteria which must be met by the Provider in relation to a Service User being provided with the Face-to-Face Delivery Model in order to Achieve a Milestone as set out in column 2 of Table 2 of this Part 1 of this Schedule 3A;
"Face to-Face Delivery Model Price"	means the maximum price per Service User (set out in Table 1 of this Part 1 of this Schedule 3A) for the provision of the Service via the Face-to-Face Delivery Model payable to the Provider when all Milestones have been Achieved;
"Final Episode of Engagement"	has the meaning set out in section 3.2.16 of Schedule 2A (Service Specification);
"Final Session"	has the meaning set out in section 3.2.16 of Schedule 2A (Service Specification)
"Individual Assessment"	means the individual assessment following acceptance by a Service User of an invitation to participate in the Service at which a Service User is assessed in accordance with section 3.2.5 of Schedule 2A (Service Specification);
"Intervention Cap"	has the meaning set out in section 3.10 of Schedule 2A (Service Specification);
"Intervention Period"	has the meaning set out in section 3.10 of Schedule 2A (Service Specification);
"Milestone"	means a milestone in the provision of the Service for which payment is made as set out in Tables 1 and 2 of this Part 1 of this Schedule 3A;
"Milestone Engagement Methods"	means the following engagement methods: • conversation with a health coach (via telephone or a voice over internet protocol system); or • exchange of messages with a health coach (with a minimum of six messages exchanged).
"Milestone 2 Period"	means the period beginning on the Start Date and ending 12 weeks after the Start Date;
"Milestone 3 Period"	means the period beginning immediately after the end of the Milestone 2 Period and ending 52 weeks after the Start Date;
"Minimum Episodes of Engagement"	means the minimum number of episodes of engagement with a Service User to be provided in accordance with section 3.2.6 of Schedule 2A (Service Specification);

“Minimum Sessions”	means the minimum number of sessions with a Service User to be provided in accordance with section 3.2.6 of Schedule 2A (Service Specification);
"Outcomes"	means the Outcomes Achievement Criteria;
"Outcomes Achievement Criteria"	means the criteria which must be met by the Provider in relation to a Service User as set out in paragraph 7 of Part 1 of this Schedule 3A;
"Service"	means the service described in Schedule 2A (Service Specification);
"Service Prices"	means the Face-to-Face Delivery Model Price and the Digital Delivery Model Price;
“Start Date”	means the Monday of the week in which the Service User starts the, or participates in their, first session of, or episode of engagement within, the TDR Phase following the Individual Assessment in accordance with section 3.2.5 of Schedule 2A (Service Specification).

General Principles of Payment

4. The Provider will be paid for the Service it provides under Schedule 2A (Service Specification) subject to the Milestones and Outcomes being Achieved in accordance with Part 1 of this Schedule 3A.

5. Payments payable to the Provider under Part 1 of this Schedule 3A will be paid in accordance with Part 2 of this Schedule 3A.

Part 1 – Payment Calculation – Service Price

1. Subject to paragraphs 2 and 3 of this Part 1:

   1.1. the Face-to-Face Delivery Model Price will be paid by the Commissioner for each Service User being provided with the Service via the Face-to-Face Delivery Model; and

   1.2. the Digital Delivery Model Price will be paid by the Commissioner for each Service User being provided with the Service via the Digital Delivery Model,

   in staged payments depending upon Milestones Achieved by the Provider for each Service User and the Outcomes Payment will be paid by the Commissioner for each Service User which satisfies the Outcomes. The Provider will be paid monthly in arrears in respect of the staged payments for Milestones Achieved and the Outcomes Payment in accordance with Part 2 of this Schedule 3A.

2. The Provider will not be paid for any Service provided to additional Service Users who are invited to participate in the Service after the Intervention Cap has been reached. For the avoidance of doubt, once the Intervention Cap is reached, the Commissioner will continue to pay the Provider for the Service provided to existing Service Users subject to the Milestones being Achieved.

3. The Provider will not be paid for any Service provided to additional Service Users who are invited to participate in the Service after the Intervention Period has elapsed. For the avoidance of doubt, once the Intervention Period has elapsed, the Commissioner will continue to pay the Provider for the Service provided to existing Service Users who were invited to participate in the Service before the Intervention Period elapsed subject to the Milestones being Achieved.

4. The Provider will provide the Data Output Specification in accordance with Schedule 6A (Reporting Requirements) to enable the Commissioner to verify invoices submitted by the Provider to the Commissioner in accordance with Part 2 of this Schedule 3A.

5. Table 1 below shows:

   5.1. the Service Prices;

   5.2. the percentage of the Service Price payable on Achievement of each Milestone for each Service User; and

   5.3. the percentage of the Service Price payable on Achievement of the Outcomes for each Service User.

Table 1

Face-to-Face Delivery Model Price **Digital Delivery Model Price**	£[ ][5] £[ ][6]		
Milestone	**1**	**2**	**3**
% of relevant Service Price payable on Achievement of Milestone	**30%**	**30%**	**30%**
Outcomes Payment - % of relevant Service Price payable on Achievement of Outcomes	**10%**		

6. Table 2 below shows the Achievement Criteria at each Milestone for the Service provided via the Face-to-Face Delivery Model and the Digital Delivery Model, to be Achieved by the Provider for each Service User (as applicable).

Table 2 – Milestones for Digital Delivery Model

Milestone	**Face-to-Face Achievement Criteria**	**Digital Achievement Criteria**
Milestone 1	All of the following criteria have been fulfilled: (1) the Individual Assessment has been provided to the Service User by the Provider; (2) the Provider has in writing from the referrer confirmation of the specific medication changes which are required (or that no medication changes are required) and the Provider has ensured that prior to the first day of the TDR Phase, the Service User understands the medication changes to take	All of the following criteria have been fulfilled: (1) the Service User has registered for the Service or created a digital account (as relevant); (2) the Individual Assessment has been provided to the Service User by the Provider; (3) the Provider has in writing from the referrer confirmation of the specific medication changes which are required (or that no medication changes are required) and the Provider has ensured that prior to the first day of the TDR Phase, the Service User understands the medication changes to take place (or that no medication changes are required);

[5] Successful bidder's Face-to-Face Delivery Model Price to be inserted here prior to contract award.
[6] Successful bidder's Digital Delivery Model Price to be inserted here prior to contract award.

	place (or that no medication changes are required); (3) the the Service User has started the TDR Phase and the first of the Minimum Sessions has been provided to the Service User by the Provider; (4) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User have been taken in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (5) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.	(4) the Service User has started the TDR Phase and the first of the Minimum Episodes of Engagement using at least one of the Milestone Engagement Methods has been provided to the Service User by the Provider; (5) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User has been taken in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (6) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.
Milestone 2	All of the following criteria have been fulfilled: (1) the Milestone 2 Period has elapsed; (2) the Service User has attended at least six of the eight Minimum Sessions within the Milestone 2 Period; (3) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User have been taken for each session attended by the Service User in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (4) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.	All of the following criteria have been fulfilled: (1) the Milestone 2 Period has elapsed; (2) there is a time stamped record that the Service User has logged into the Service within the Milestone 2 Period; (3) the Service User has participated in at least eight of the Minimum Episodes of Engagement using at least one of the Milestone Engagement Methods within the Milestone 2 Period; (4) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User have been taken, for each of the Minimum Episodes of Engagement that the Service User has participated in in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (5) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.
Milestone 3	All of the following criteria have been fulfilled: (1) the Milestone 3 Period has elapsed;	All of the following criteria have been fulfilled: (1) the Milestone 3 Period has elapsed;

	(2) the Service User has attended at least seven of the twelve Minimum Sessions within the Milestone 3 Period and one of those Minimum Sessions was the Final Session; (3) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User have been taken for each session attended by the Service User in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (4) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.	(2) there is a time stamped record that the Service User has logged into the Service within the Milestone 3 Period; (3) the Service User has participated in at least seven of the Minimum Episodes of Engagement using at least one of the Milestone Engagement Methods within the Milestone 3 Period and one of those Minimum Episodes of Engagement was the Final Episode of Engagement; (4) valid weight and blood glucose measurements (and blood pressure measurements if applicable) for the Service User have been taken, for each of the Minimum Episodes of Engagement that the Service User has participated in, in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and (5) the Data Output Specification has been submitted by the Provider to the Commissioner in accordance with Schedule 6A in relation to the Service User.

7. To Achieve the Outcomes for each Service User:

   7.1. all of the Service User's weight measurements at 0, 3, 6 and 12 months must have been taken in accordance with section 3.2.17 of Schedule 2A (Service Specification) and reported in accordance with Schedule 6A; and

   7.2. the recorded weight of the Service User at the Final Session or the Final Episode of Engagement (as relevant) must indicate a weight loss of at least 10% of the weight recorded at Milestone 1.

8. The Commissioner shall determine whether or not the Provider has Achieved a Milestone or the Outcomes in accordance with the reports submitted by the Provider in accordance with Schedule 6A (Reporting Requirements) (including the Data Output Specifications submitted).

9. For the avoidance of doubt, the Provider will not be entitled to any increase to the Service Price during the Contract Term to account for inflation, indexation or any other factor which may increase the Provider's costs of delivering the Service.

10. The Commissioner may deduct from any payments due to the Provider under this Part 1 of Schedule 3A any sums that the Commissioner is entitled to withhold or retain in accordance with Part 2 of Schedule 4 (Local Quality Requirements). If the Commissioner exercises its right to make such deductions, the Commissioner may deduct such sum from the amount payable under the applicable invoice issued by the Provider. If the amount due under the applicable invoice has been paid before the applicable deduction has been applied, the Commissioner may require the Provider to repay such amount that it would have been entitled to deduct or the Commissioner may deduct such amount from any subsequent invoice. Any sums that are withheld by the Commissioner that are subsequently to be paid to the Provider in accordance with Part 2 of Schedule 4 (Local Quality Requirements) shall be included in the next invoice issued by the Provider in accordance with Part 2 of this Schedule 3A.

Part 2 – Invoicing Process

1. The Commissioner uses an online service provided by Tradeshift Network Ltd of 55 Baker Street London W1U 7EU found online at www.tradeshift.com ("Tradeshift") as its online platform for receiving invoices. The Provider will create an online account with Tradeshift from the Effective Date for the purpose of submitting electronic invoices to the Commissioner in accordance with this Part 2 of this Schedule 3A.

2. The Provider will utilise one of the integration options provided by Tradeshift in order to deliver electronic invoices to the Commissioner.

3. The Provider shall:

   3.1. comply with the technical requirements of Tradeshift including any changes to such requirements that may be required by Tradeshift from time to time; and

   3.2. ensure that all electronic invoices are received by the Commissioner in accordance with the timescales set out in this Part 2 of Schedule 3A.

4. The Provider shall be responsible for its relationship with Tradeshift at all times.

5. Prior to uploading invoices to Tradeshift, the Provider will submit an electronic invoice to the Commissioner in accordance with paragraphs 1-4 of this Part 2 within 10 Operational Days after the end of the month in which a Milestone and/or the Outcomes have been Achieved for a Service User setting out the payment due to the Provider.

6. Following submission of an invoice in accordance with paragraphs 1-5 of this Part 2, the Commissioner will consider and verify the invoice as against the Data Output Specifications provided by the Provider in accordance with Schedule 6A for the relevant month within 20 days of receipt of the invoice.

7. If the Commissioner is unable to verify an invoice in accordance with paragraph 6, the Commissioner will request that the Provider submits a revised electronic invoice in accordance with paragraph 1 above. Paragraph 6 above shall then apply in respect of the Commissioner's verification of the revised invoice.

8. The final invoice will be verified by agreement between the Commissioner (including any representative acting on behalf of the Commissioner) and the Provider, and if the parties do not verify the invoice paragraph 6 above shall apply.

9. Subject to paragraph 10 of Part 2 of this Schedule 3A, the Commissioner will pay the Provider any sums due under an invoice no later than 30 days from the date on which the Commissioner determines that the invoice is valid and undisputed in accordance with paragraph 6.

10. The Parties agree that paragraph 10 of Part 1 of this Schedule 3A shall apply in relation to breaches of thresholds of the Local Quality Requirements as set out in Schedule 4 (Local Quality Requirements).

11. Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with General Condition 14. Provided that the sum has been disputed in good faith, Interest due on any sums in dispute shall not accrue until the date falling 5 Operational Days after resolution of the dispute between the Parties.

12. For the avoidance of doubt, Service Condition 36.47 (Set Off) shall apply.

13. The Provider will maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Commissioner pursuant to this Contract. Such records shall be retained for inspection by the Commissioner for 6 years from the end of the Contract Year to which the records relate.

SCHEDULE 3 – PAYMENT

B. Local Variations

Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

Not Applicable

SCHEDULE 3 – PAYMENT

D. Aligned Payment and Incentive Rules

Not Applicable.

SCHEDULE 3 – PAYMENT

E. CQUIN

Not Applicable

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Not Applicable

SCHEDULE 3 – PAYMENT

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

Not Applicable

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Part 1

Quality Requirement	Method of Measurement and Thresholds	Consequence of Breach	Period over which the Requirement is to be achieved
KPI 1 Component: Data Quality The Provider shall comply with the reporting requirements set out in the Data Output Specification detailed in Annex 2 of Schedule 6A. This includes the monthly reporting of particulars related to Service Users' attendance on the programme. This is to be done to the level of detail, format and quality prescribed in the "Data Output Specifications" document and the "Data Format Specification" document. These are set out in Annexes 2 and 3, respectively, of Schedule 6A and are together referred to, in this Schedule 4C, as the "Data Specifications".	KPI 1a: The proportion of Service User data records at referral that are recorded in line with the Data Specifications. • 100% - **"Target"** • Between 95% and 99.9% **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
	KPI 1b: The proportion of Service Users' data records at Individual Assessment that are recorded in line with the 'Outcome' fields in the Data Specifications. • 100% - **"Target"** • Between 95% and 99.9% **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
	KPI 1c: The proportion of Service Users' data records at Individual Assessment that are recorded in line with the 'Demographic' fields in the Data Specifications. • 100% - **"Target"** • Between 95% - and 99.9% **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
	KPI 1d: The proportion of Service Users' data records at Individual Assessment that are recorded in line with the 'Administration' fields in the Data Specifications. • 100% - **"Target"** • Between 95% -and 99.9% **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly

	KPI 1e: The proportion of Service Users' weight fields that are recorded in line with the Data Specifications. • 100% - **"Target"** • Between 95% -and 99.9% **"Mid Threshold"** • <95% - **"Lower Threshold"** For Service Users on the Face-to-Face Delivery Model weight measurements are recorded for each session. For Service Users on the Digital Delivery Model, weight measurement requirements are set out in Schedule 3A.	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly

KPI 2 Component: Eligibility	KPI 2: The proportion of Service Users starting the first episode of engagement of the TDR Phase that meet the eligibility criteria at referral as defined in Schedule 2A (Service Specification) • 100% - **"Target"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
KPI 3 Component: Uptake The Provider will be required to report on the KPIs requirements listed under this component allowing sufficient time for Service Users to have attended the specified number of sessions. Provider performance against KPI 3 and KPI 4 will be reviewed as part of the Quarterly Contract Review Meetings.	KPI 3a: The proportion of eligible Service Users who have attended the Individual Assessment (where 3 months has elapsed since the date of referral). • ≥85% - **"Target"** • Between 75% - 84.9% - **"Mid Threshold"** • <75% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 3b: The proportion of eligible Service Users who have commenced TDR through either the Face-to-Face Delivery Model or the Digital Delivery Model and have attended the first TDR session or participated in the first episode of engagement (where 3 months has elapsed since the date of referral). • ≥80% - **"Target"** • Between 70% - 79.9% - **"Mid Threshold"** • <70% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 4 Component: Efficacy	KPI 4a: The percentage of Service Users on the Face-to-Face Delivery Model for whom: • sufficient time has elapsed to have been on the programme for 3 months, who have lost 10% of their baseline weight by the time the Service User passes the 3-month mark on the programme. • ≥55% have lost 10% of weight compared with the baseline weight recorded- **"Target"** • Between 50% - 54.9% have lost 10% of weight compared with the baseline weight recorded - **"Mid Threshold"** • <49.9% have lost 10% of weight compared with the baseline weight recorded- **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 4b: The percentage of Service Users on the Digital Delivery Model for whom: • sufficient time has elapsed to have been on the programme for 3 months, who have lost 10% of their baseline weight by the time the Service User passes the 3-month mark on the programme. • ≥55% have lost 10% of weight compared with the baseline weight recorded- **"Target"** • Between 50% - 54.9% have lost 10% of weight compared with the baseline weight recorded - **"Mid Threshold"** • <49.9% have lost 10% of weight compared with the baseline weight recorded- **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

	KPI 4c: The percentage of Service Users on the Face-to-Face Delivery Model for whom: • sufficient time has elapsed to have been on the programme for 12 months, who have lost 10% of their baseline weight by the time the Service User passes the 12-month mark on the programme. • ≥45% have lost 10% of weight compared with the baseline weight recorded- **"Target"** • Between 40% - 44.9% have lost 10% of weight compared with the baseline weight recorded - **"Mid Threshold"** • <39.9% have lost 10% of weight compared with the baseline weight recorded- **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 4d: The percentage of Service Users on the Digital Delivery Model for whom: • sufficient time has elapsed to have been on the programme for 12 months, who have lost 10% of their baseline weight by the time the Service User passes the 12 month mark on the programme. • ≥45% have lost 10% of weight compared with the baseline weight recorded- **"Target"** • Between 40% - 44.9% have lost 10% of weight compared with the baseline weight recorded - **"Mid Threshold"** • <39.9% have lost 10% of weight compared with the baseline weight recorded- **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 5 Component: Milestone 2 Retention	KPI 5a: For Service Users: • who have fulfilled the Face-to-Face Achievement Criteria that relate to Milestone 1; and • for whom sufficient time has elapsed for the Face-to-Face Achievement Criteria that relate to Milestone 2 to have been fulfilled, to have fulfilled the Face-to-Face Achievement Criteria that relate to Milestone 2. • ≥90% - **"Target"** • Between 80% - 89.9% - **"Mid Threshold"** • <80% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 5b: For Service Users: • who have fulfilled the Digital Achievement Criteria that relate to Milestone 1; and • for whom sufficient time has elapsed for the Digital Achievement Criteria that relate to Milestone 2 to have been fulfilled, to have fulfilled the Digital Achievement Criteria that relate to Milestone 2. • ≥90% - **"Target"** • Between 80% - 89.9% - **"Mid Threshold"** • <80% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 6 Component: Milestone 3 Retention	KPI 6a: For Service Users: • who have fulfilled the Face-to-Face Achievement Criteria that relate to Milestone 1; and • for whom sufficient time has elapsed for the Face-to-Face Achievement Criteria that relate to Milestone 3 to have been fulfilled, to have fulfilled the Face-to-Face Achievement Criteria that relate to Milestone 3. • ≥60% - **"Target"** • Between 50% - 59.9% - **"Mid Threshold"** • <50% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 6b: For Service Users: • who have fulfilled the Digital Achievement Criteria that relate to Milestone 1; and • for whom sufficient time has elapsed for the Digital Achievement Criteria that relate to Milestone 3 to have been fulfilled, to have fulfilled the Digital Achievement Criteria that relate to Milestone 3. • ≥60% - **"Target"** • Between 50% - 59.9% - **"Mid Threshold"** • <50% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 7 Component: Demographic Data at referral	KPI 7a: Eligible referrals have a valid data entry, and are not recorded as "not stated" (i.e. [999]) for the following fields: • Sex • Ethnicity • 95% - "**Target"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
	KPI 7b: Eligible referrals have a valid data entry i.e. an actual weight or height and not a "not stated" or "unknown" entry for the following fields: • Height • Weight • Blood Glucose • Blood Pressure (where applicable) • 100% - **"Target"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly
KPI 8 Component: Discharge	KPI 8: That notification of discharge is communicated to the Service User's GP and the Service User within 10 Operational Days once the discharge criteria has been met. • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Monthly

KPI 9: Equality of access commencing the programme	KPI 9a: For individuals from Black, Asian and other ethnic groups referred to the Face-to-Face Delivery Model the uptake proportions (Milestone 1) are in line with the proportions commencing the service regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 9b: For individuals from Black, Asian and other ethnic groups referred to the Digital Delivery Model the uptake proportions (Milestone 1) are in line with the proportions commencing the service regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 9c: For individuals from the most deprived quintile referred to the Face-to-Face Delivery Model the uptake proportions (Milestone 1) are in line with the proportions commencing the service regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 9d: For individuals from the most deprived quintile referred to the Digital Delivery Model the uptake proportions (Milestone 1) are in line with the proportions commencing the service regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 10: Equality of retention on the TDR phase	KPI 10a: For individuals from Black, Asian and other ethnic groups referred to the Face-to-Face Delivery Model the retention proportions at Milestone 2 are in line with the proportions retained to Milestone 2 regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 10b: For individuals from Black, Asian and other ethnic groups referred to the Digital Delivery Model the retention proportions at Milestone 2 are in line with the proportions retained to Milestone 2 regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 10c: For individuals from the most deprived quintile referred to the Face-to-Face Delivery Model the retention proportions at Milestone 2 are in line with the proportions retained to Milestone 2 regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 10d: For individuals from the most deprived quintile referred to the Digital Delivery Model the retention proportions at Milestone 2 are in line with the proportions retained to Milestone 2 regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

KPI 11: Equality of retention to end of programme	KPI 11a: For individuals from Black, Asian and other ethnic groups referred to the Face-to-Face Delivery Model the retention proportions at Milestone 3 are in line with the proportions retained to Milestone 3 regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 11b: For individuals from Black, Asian and other ethnic groups referred to the Digital Delivery Model the retention proportions at Milestone 3 are in line with the proportions retained to Milestone 3 regardless of ethnicity: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly
	KPI 11c: For individuals from the most deprived quintile referred to the Face-to-Face Delivery Model the retention proportions at Milestone 3 are in line with the proportions retained to Milestone 3 regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"** KPI 11d: For individuals from the most deprived quintile referred to the Digital Delivery Model the retention proportions at Milestone 3 are in line with the proportions retained to Milestone 3 regardless of deprivation: • 100% - **"Target"** • Between 95% - 99.9% - **"Mid Threshold"** • <95% - **"Lower Threshold"**	As set out in Part 2 of this Schedule 4 *(Local Quality Requirements)*	Quarterly

Part 2

1. In Part 2 of this Schedule 4 *(Local Quality Requirements)* the following definitions are used:

"KPIs"	means the KPIs set out in the table in Part 1 of this Schedule 4 *(Local Quality Requirements)*, which are also known as the Local Quality Requirements;
"KPI Periods"	means the periods within which the Provider's performance against each KPI is to be measured, as set out in in the column headed "Period over which the Requirement is to be achieved" in the table in Part 1 of this Schedule 4 *(Local Quality Requirements)*;
"Lower Threshold"	means the Lower Threshold applicable to a KPI, as set out in Part 1 of this Schedule 4 *(Local Quality Requirements) and, to avoid doubt, is considered a threshold for the purpose of Service Condition 3.1.2*;
"Mid Threshold"	means the Mid Threshold applicable to a KPI, as set out in Part 1 of this Schedule 4 *(Local Quality Requirements) and, to avoid doubt, is considered a threshold for the purpose of Service Condition 3.1.2*;
"Target"	means the Target applicable to each of the KPIs, as set out in Part 1 of this Schedule 4 *(Local Quality Requirements) and, to avoid doubt, the Targets are considered thresholds for the purpose of Service Condition 3.1.2*; and

2. If the Provider fails to meet or exceed the Lower Threshold applicable to any of the KPIs for the relevant KPI Period, the Commissioner reserves the right, by notice to the Provider to require that the Provider submits, within 10 Operational Days of the notice, a remedial action plan to the Commissioner that sets out the actions that the Provider will take prior to the end of the next KPI Period applicable to the relevant KPI to remedy the failure to meet or exceed the target in relation to that KPI.

3. If the Provider exceeds the Lower Threshold applicable to any of the KPIs but fails to meet or exceed the Target applicable to that KPI for the relevant KPI Period, the Commissioner reserves the right, by notice to the Provider:

   3.1. to issue a Contract Performance Notice to the Provider in accordance with GC 9.4 (Contract Management): or

   3.2. to require that the Provider submits, within 10 Operational Days of the notice, a remedial action plan to the Commissioner that sets out the actions that the Provider will take prior to the end of the next KPI Period applicable to the relevant KPI to remedy the failure to meet or exceed the Target in relation to that KPI.

4. Where the Provider does not provide a remedial action plan to the Commissioner within the relevant timescale in accordance with paragraphs 2 and/or 3.2 of Part 2 of this Schedule 4 *(Local Quality Requirements)*, the Commissioner may, by notice to the Provider, immediately and permanently retain up to 1% of the Actual Monthly Value applicable to the relevant KPI Period, where the relevant KPI Period is monthly, or up to 1% of the Actual Quarterly Value applicable to the relevant KPI Period, where the relevant KPI Period is Quarterly.

5. Where the Provider has provided a remedial action plan to the Commissioner within the relevant timescale in accordance with paragraphs 2 and 3.2 of Part 2 of this Schedule 4 *(Local Quality Requirements)*, then if the Provider:

   5.1. fails to meet or exceed the Target applicable to that KPI for the next KPI Period applicable to that KPI, the Commissioner may, by notice to the Provider, immediately and permanently retain up to 1% of the Actual Monthly Value applicable to the relevant KPI Period, where the relevant KPI Period is monthly, or up to 1% of the Actual Quarterly Value applicable to the relevant KPI Period, where the relevant KPI Period is Quarterly, and issue a Contract Performance Notice to the Provider; or

   5.2. meets or exceeds the Target applicable to that KPI for the next KPI Period applicable to that KPI, the Commissioner will confirm that the remedial action plan has been achieved.

6. For the avoidance of doubt, nothing in paragraphs 4 or 5 of Part 2 of this Schedule 4 *(Local Quality Requirements)* will prevent the Commissioner from retaining any further sums in relation to the next (or any subsequent) KPI Period for the relevant KPI in accordance with paragraphs 2 or 3 of Part 2 of this Schedule 4 *(Local Quality Requirements)*, subject to paragraph 7 of Part 2 of this Schedule 4 *(Local Quality Requirements)*.

7. The Commissioner will not retain more than 10% of the Actual Monthly Value applicable to any individual month pursuant to Part 2 of this Schedule 4 *(Local Quality Requirements)*.

8. Without prejudice to any other rights or remedies that may be available to the Commissioner under Part 2 of this Schedule 4 *(Local Quality Requirements)*, if for any KPI Period the Provider fails to meet or exceed any Target in relation to any KPI that does not have a Mid Threshold figure and a Lower Threshold figure), the Commissioner will be entitled to issue a Contract Performance Notice to the Provider in accordance with GC9.4 *(Contract Management)*.

9. The parties acknowledge and agree that for the purposes of GC17.10.4 the Provider will be deemed to be in persistent or repetitive breach of the Quality Requirements if, in the Commissioner's reasonable opinion, the Provider has repeatedly failed to meet or exceed the Targets applicable to any of the KPIs in such a manner as to reasonably justify the Commissioner's opinion that the Provider's conduct is inconsistent with it having the intention or ability to meet or exceed the relevant requirements over a reasonable period of the remaining Contract Term.

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

[DN: Likely to be not applicable but to be confirmed prior to Contract award as appropriate]

Documents supplied by Provider

Date	Document

Documents supplied by Commissioners

Date	Document

SCHEDULE 5 - GOVERNANCE

B. Provider's Material Sub-Contracts

Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, state whether the Sub-Contractor is a Data Processor OR a Data Controller OR a joint Data Controller
[DN: To be populated prior to Contract award as appropriate]				

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

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	Service category
National Requirements Reported Centrally				
1. As specified in the Data Alliance Partnership Board Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	**All**
1a. Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements published by NHS Digital at https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-sets/emergency-care-data-set-ecds/ecds-latest-update	As set out in relevant Guidance	As set out in relevant Guidance	Daily	**A+E, U**
2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	**All**
National Requirements Reported Locally				
1a. Activity and Finance Report	Monthly	If and when mandated by NHS Digital, in the format specified in the relevant Information Standards Notice (DCB2050)	[For local agreement]	**A, MH**
1b. Activity and Finance Report	Monthly	[For local agreement]	[For local agreement]	**All except A, MH**
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements 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	

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
	a. details of any thresholds that have been breached and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements				**All** **All** **All**
3.	Where CQUIN applies, CQUIN Performance Report and details of progress towards satisfying any CQUIN Indicators, including details of all CQUIN Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	**All**
4.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	**All**
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	**All**
6.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	**All**
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	**All**
8.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A+E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification https://digital.nhs.uk/isce/publication/isb1594	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	**A** **A+E** **U**
9.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (*Staff*)	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	**All**
10.	Report on compliance with the National Workforce Race Equality Standard	Annually	[For local agreement]	[For local agreement]	**All**
11.	Report on compliance with the National Workforce Disability Equality Standard (NHS Trust/FT only)	Annually	[For local agreement]	[For local agreement]	**All**

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
12. Where the Services include Specialised Services and/or other services directly commissioned by NHS England, specific reports as set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/ (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/	**All**
13. Report on performance in reducing Antibiotic Usage in accordance with SC21.3 (*Infection Prevention and Control and Staff Vaccination*) (NHS Trust/FT only)	Annually	[For local agreement]	[For local agreement]	**A**
14. Report on progress against Green Plan in accordance with SC18.2 (NHS Trust/FT only)	Annually	[For local agreement]	[For local agreement]	**All**
Local Requirements Reported Locally				
15. Data Output Specification	Data to be collected on an ongoing basis in line with the timing set out in the "Data Format Specification" document in Annex 3 of this Schedule 6A.	The format of the report is as set out in the "Data Output Specifications" document in Annex 2 of this Schedule 6A. The data must be inputted into the report format above in accordance with the codes set out in the "Data Format Specification" document in Annex 3 of this Schedule 6A.	To be submitted electronically to the Contract management provider as appointed and advised by the Commissioner using the templates provided within 10 Operational Days of the end of the month to which it relates.	
16. Waiting Times Report	Monthly	Reporting template as provided by the Commissioner or the Commissioner Representative – this will include as a minimum:	To be submitted electronically to the Contract management provider as appointed and advised by the Commissioner using the templates provided within 10 Operational	

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
		• Numbers waiting for course starts (by month of receipt of referral) • Reasons for wait and and/or non-attendance to date	Days of the end of the month to which it relates.	
17. Capacity Planning Report	Monthly	Reporting template as provided by the Commissioner or the Commissioner Representative – this will include as a minimum: • Expected referrals per month • Number of Service Users waiting for course starts • Planned number of courses	To be submitted electronically to the Contract management provider as appointed and advised by the Commissioner using the templates provided within 10 Operational Days of the end of the month to which it relates.	
18. Service User Surveys Report	Quarterly	Reporting template as provided by Commissioner or the Commissioner Representative	To be submitted electronically to the Contract management provider as appointed and advised by the Commissioner using the templates provided in advance of the Quarterly Review meeting and within 10 Operational Days of the beginning of the month in which that review meeting falls	
19. Operational & Service Delivery Reports – for local	Monthly	Reporting template as provided by the	To be submitted electronically to the lead	

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Service category
contract areas		Commissioner Representative – this will include, as a minimum: • Number of referrals received (accepted & rejected) • Number of attendees at first session (group face to face only)Number of courses course starts booked in next 3 months • Number of individuals declining the Service • Waiting times for course starts	local health economy representative as detailed in a notification by the Commissioner to the Provider	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A Reporting Requirements

Annex 1 – Service Quality Performance Report

The Parties acknowledge that the headings and tables below are the tab headings and the tables set out in the Service Quality Performance Report spreadsheet provided to the Provider.

Submission details

Service Quality Performance Report			
Submitted by (name, title & organisation):		Signed off by (name, title & organisation):	
Submitted by (e-mail address):		Signed off by (email address):	
Full Name of Organisation responsible for Submission:		Date Submitted:	

Duty of Candour Report

Duty of Candour Report	
This section must be reported:	Monthly
Period covered by report:	Jan-00
Have any breaches of the National Quality Requirement relating to the Duty of Candour occurred?	
If relevant, provide details of the breach:	
If relevant, provide details of and reasons for any failure to meet the requirement in relation to the Duty of Candour:	
If relevant, provide details of consequence actions taken/required:	

Never Events Report

Never Events Report	
This section must be reported:	Monthly
Period covered by report:	Jan-00
Have any Never Events occurred?	
If relevant, provide details of action taken consquent to the Never Event and complain with the Never Event Policy framework:	
If relevant, provide details of the Never Event:	
If relevant, provide details and reasons for any failure to meet the requirement in relation to Never Events:	

Complaints Report

Complaints Report	
This section must be reported:	Monthly
Period covered by report:	Jan-00
How many complaints have been received?	
For each complaint, provide a summary of the complaint and details of actions taken consequent to the complaint:	
Provide an analysis of key themes from the complaints:	

Incidents Report

Incidents Report	
This section must be reported:	Monthly
Period covered by report:	Jan-00
How many incidents requiring reporting have occurred?	0
For each Incident provide a summary of the incident and details of actions taken consequent to the incident:	

National Workforce Race Equality Standard Report

National Workforce Race Equality	Standard Report
This section must be reported:	Annually
Period covered by report:	Jan-00
Provide details of compliance with the National Workforce Race Equality Standard:	

Equality and Health Inequality Impact Assessment

Equality & Health Inequality Impact Assessment	
This section must be reported:	annually
Period covered by report:	
Provide details of Equality & Health Inequality Impact Assessment:	

Equality and Inequality Impact Assessment Action Plan

Equality & Health Inequality Impact Assessment	
This section must be reported:	Anually
Period covered by report:	
Providers Equality Objectives:	

Area	Actions	Timescales	Link to Equality Objectives	Associated Monitoring	Update
Leadership and Strategy					
Access and Inclusion (for those with protected characteristics)					
Service Delivery					
Recruitment and Workforce Diversity					

TDR Product and Equipment Suppliers

TDR Product and Equipment Suppliers

This section must be reported:	Annually
Period covered by report:	

Provide details of Total Diet Replacement product and equipment suppliers	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A Reporting Requirements

Annex 2 – Data Output Specification

The Parties acknowledge that the headings and tables below are the tab headings and the tables set out in the Data Output Specification spreadsheet provided to the Provider.

Referrals

Unique Field ID	R001	R088	R002	R003	R004	R005	R006	R007	R008	R009	R010	R011	R147	R150	R012	R013	R014	R015	R016	R017	R018	R019	R020	R021	R022	R023	R024	R025	R026
Field name	Date_of_Referral	Source_of_Referral	Unique_Referrsl_ID	Organisation_code_of_referrer	Registered_practice_code	Organisation_code_of_LCD_provider	NHS_Number	Date_of_referral_HbA1C_reading	Referral_HbA1c_reading	Height	Date_of_referral_weight_measurement	Referral_weight_measurement	On_Hold_Eligibility_Check	Date_Eligibility_Complete	Family_Name	Given_Name	Address_Line_1	Address_Line_2	Address_Line_3	Address_Line_4	Postcode	Email	Telephone	Date_of_Birth	Is_Service_User_on_Learning_Disability_Register	Is_Service_User_on_SMI_Register	Sex	Ethnicity	Date_diagnosed_with_Type_2_Diabetes
Format	YYYY-MM-DD	AN6	AN12	AN6	AN6	AN8	nnnnnnnnn	YYYY-MM-DD	int	numeric (nnn.nn)	YYYY-MM-DD	numeric (nnn.nn)	AN1	YYYY-MM-DD	AN68	AN68	AN68	AN68	AN68	AN68	AN8	AN68	AN16	YYYY-MM-DD	AN1	AN1	AN1	AN2	YYYY-MM-DD
Allow NULLs?	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

R027	R028	R029	R030	R083	R030	R031	R032	R033	R034	R035	R036	R037	R038	R039	R040	R041	R042	R043	R044	R045	R046	R047	R048	R049	R050	R051	R052
Medication_discussed	Confirmation_of_medication_eligibility	Taking_diabetes_medication	Taking_blood_pressure_lowering_meds	Referral_Blood_Pressure_Systolic_and_Diastolic	Date_of_Referral_Blood_Pressure_Measurement	At_referral_is_the_patient_currently_taking_any_of_the_following_class_of_medications	Metformin	Sulfonylureas	Meglitinides	Pioglitazone	DPP4_inhibitors_(gliptins)	SGLT2_inhibitors_(flozins)	GLP1_analogues_(tides)	Acarbose	Date_of_initial_contact_attempt	Method_of_initial_contact_attempt	Date_of_initial_contact_attempt_2	Method_of_contact_attempt_2Method_of_contact_attempt_2	Date_of_initial_contact_attempt_3	Method_of_contact_attempt_3	Date_of_Acceptance_to_take_part_in_programme	Reason_for_declining	Religion	Does_the_Service_User_have_a_disability	Behaviour_and_Emotional	Hearing	Manual_Dexterity
AN1	AN1	AN1	AN1	VARCHAR(7)	YYYY-MM-DD	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	AN1	AN1	AN1	AN1	AN1
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

R063	R064	R065	R066	R067	R068	R031	R063	R032	R033	R070	R071	R072	R073	R074	R075	R076	R077	R078	R079	R143	R080	R081	R034	R140	R141
Preferred_language	Preferred_language_Other	Delivered_language	Delivered_language_Other	Consent_for_future_contact_for_evaluation	Confirmation_of_eligibility	Date_of_Confirmation_of_Eligibility	Date_of_Individual_Assessment_Attendance	Delivery_Method_of_Individual_Assessment	Delivery_Method_Choice	SU_agrees_attend_diabetes_review_appts_at_GP_practice_whether_remission_is_achi	SU_notify_GP_practice_of_any_unexpected_or_concerning_symptoms_which_are_urge	SU_will_notify_GP_practice_if_they_disengage_or_drop_out_before_the_end_of_the_	Service_user_has_no_known_allergies_to_the_ingredients_of_the_issued_TDR_prod	Date_of_Individual_Assessment_booking_attempt_1_following_non-attendance	Method_of_contact_attempt_1_following_non-attendance	Date_of_Individual_Assessment_booking_attempt_2_following_non-attendance	Method_of_contact_attempt_2_following_non-attendance	Date_of_Individual_Assessment_booking_attempt_3_following_non-attendance	Method_of_contact_attempt_3_following_non-attendance	On_Hold_Waiting	Planned_date_of_commencement_of_TDR	Actual_date_of_commencement_of_TDR	Baseline_Weight	Actual_date_of_commencement_of_FR	Actual_date_of_commencement_of_WM
AN2	Freetext (50)	AN2	Freetext (50)	AN1	AN1	YYYY-MM-DD	YYYY-MM-DD	AN1	AN1	AN1	AN1	AN1	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	AN1	YYYY-MM-DD	YYYY-MM-DD	numeric (nnn.nn)	YYYY-MM-DD	YYYY-MM-DD
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

R142	R143	R035	R036	R082	R083	R084	R037	R038	R039	R100	R101	R102	R103	R104	R105	R106	R107	R108	R087	R103	R085	R086	R110
Rescue_Package_Start_Date	Rescue_Package_End_Date	Pause_Start_Date	Pause_End_Date	Date_of_Digital_Registration	Date_Of_TimeStamped_Log_In_MS2	Date_Of_TimeStamped_Log_In_MS3	GP_notified_of_referral_receipt	Date_GP_notified_of_referral_receipt	GP_notified_of_IA_Completion	Date_GP_notified_of_IA_Completion	GP_notified_of_TDR_Start	Date_GP_notified_of_TDR_Start	GP_notified_of_TDR_End	Date_GP_notified_of_TDR_End	GP_notified_of_pause	Date_GP_notified_of_pause	GP_notified_of_programme_completion	Date_GP_notified_of_programme_completion	GP_notified_of_discharge	Date_GP_notified_of_discharge	Date_of_discharge	Reason_For_Discharge	Ineligible_Age
YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	AN1	YYYY-MM-DD	YYYY-MM-DD	AN2	AN1
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

R111	R112	R113	R114	R115	R116	R117	R118	R119	R120	R121	R122
Ineligible_Date_of_Diagnosis	Ineligible_BMI	Ineligible_Hba1c	Ineligible_Diabetes_Review_Attendance	Ineligible_Insulin	Ineligible_Pregnant_Breastfeeding	Ineligible_Comorbidity	Ineligible_Bariatric_Surgery	Ineligible_Understanding_or_Meet_Demands	Ineligible_Medication_Changes_in_Writing	Ineligible_Re Referral	Ineligible_Other
AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1	AN1
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Contacts

Unique Field ID	C088	C089	C090	C091	C001	C092	C093	C094	C095	C096	C002	C003	C004	C005	C006	C007	C008	C009	C010	C011	C012	C013	C014
Field name	Unique_Referral_ID	Organisation_code_of_LCD_provider	Phase_of_intervention	Date_of_Session_or_Engagement	Session_or_Engagement_Number	Attendance	Facilitator_Qualification	Type_of_Contact	Length_of_Contact	Type_Of_Engagement_NLU	Engagement_Conversation_With_Health_Coach_Number	Engagement_Conversation_With_Health_Coach_Length	Engagement_Exchange_of_Messages_With_Health_Coach_Number	Engagement_Exchange_of_Messages_With_Health_Coach_Length	Engagement_Particiption_in_Online_Group_Number	Engagement_Particiption_in_Online_Group_Length	Engagement_Access_Education_Materials_Number	Engagement_Access_Education_Materials_Length	Engagement_Goal_Setting_or_Action_Plan_Number	Engagement_Goal_Setting_or_Action_Plan_Length	Enagement_Video_or_Quiz_Number	Enagement_Video_or_Quiz_Length	Engagement_Tracking_Technology_Data_Length
Format	AN12	AN8	AN4	YYYY-MM-DD	numeric	AN1	AN2	AN1	numeric	AN2	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric	numeric
Allow NULLs?	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

C015	C016	C017	C144	C097	C098	C099	C115	C116	C104	C105	C106	C109	C110	C107	C108	C100	C145	C101	C102	C103	C113	C114	C111	C112
Engagement_Tracking_Technology_Data_Number	Engagement_Goal_Recording_Number	Engagement_Goal_Recording_Length	TDR_Consumption	Number_of_days_on_TDR_since_last_contact_or_session_(any_days_where_TDR_used_at_all)_NLU	Number_of_meals_that_replaced_TDR_per_day_(on_average)_since_last_contact_or_session_NLU	Number_of_days_of_TDR_missed_since_last_contact_or_session	Fibre_supplements_provided_for_use_until_next_planned_session_NLU	Previously_supplied_fibre_supplements_consumed	Weight	Type_of_weight_measure	Date_of_Weight_Measurement	Capillary_blood_glucose_test_result	Capillary_blood_test_measurement_type	Blood_pressure_(systolic_and_diastolic)	Blood_Pressure_measurement	Rescue_package_offered_since_last_session_or_engagement	Rescue_Package_Reason_for_Decline	Length_of_rescue_package	Type_of_rescue_package	Rescue_package_medication_confirmation	Presence_of_any_other_diabetes_related_complications_since_last_contact	Presence_of_any_other_health_complications_since_last_contact	Date_of_rescheduled_attempt	Method_of_contact
numeric	numeric	numeric	AN1			numeric	AN1	AN1	nnn.nn	AN1	YYYY-MM-DD	nn.nn	AN1	varchar(7)	AN1	AN1	AN1	numeric	AN1	AN1	AN1	AN1	AN1	YYYY-MM-DD	AN1
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Health Incidents

Unique Field ID	H117	H118	H137	H119	H120	H121	H138	H126	H139	H127	H128	H130	H131	H132	H133	H124	H125	H122	H123	H146	H129	H134	H135	H136
Field name	Unique_Referral_ID	Organisation_code_of_LCD_provider	Date_of_Session_or_Engagement	Type_of_Health_Incident	Date_of_health_incident	Type_of_side_effect	Type_of_side_effect_other	Type_of_adverse_event	Type_of_adverse_event_other	Fibre_Supplement_pack_provided	Date_fibre_Supplement_pack_provided	Has_the_capillary_blood_glucose_flag_been_tri	Date_capillary_blood_glucose_flag_triggered	Has_blood_pressure_flag_been_triggered	Date_blood_pressure_flag_triggered	Serious_adverse_event_NLU	Date_serious_adverse_event_occurred_NLU	Programme_deintensified	Date_programme_deintensified	Date_programme_reintensified	Any_alerts_discussed_with_Medical_Director	Number_of_unique_alerts_given_to_primary_car	Date_of_alert_given_to_primary_care	Action(s)_taken
Format	AN12	AN8	YYYY-MM-DD	AN2	YYYY-MM-DD	AN2	free text (AlphaNumericSpecial 50)	AN2	free text (AlphaNumericSpecial 200)	AN2	YYYY-MM-DD	AN2	YYYY-MM-DD	AN2	YYYY-MM-DD	AN2	YYYY-MM-DD	AN2	YYYY-MM-DD	YYYY-MM-DD	AN2	numeric	YYYY-MM-DD	free text (AlphaNumericSpecial 200)
Allow NULLs?	N	N	N	N	N	Y	Y	Y	Y	Y	Y	y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A Reporting Requirements

Annex 3 – Data Format Specification

The Parties acknowledge that the headings and wording/tables below are the tab headings and the wording/tables set out in the Data Format Specification spreadsheet provided to the Provider.

Low Calorie Diet Minimum Data Set Guidance

Low Calorie Diet Minimum Data Set Guidance

-- The minimum data set for the Low Calorie Diet pilot programme consists of 3 files; Referrals, Contacts and Health Incidents
-- A separate Finance file is also required for invoicing purposes
-- **Referrals** contains all the participant and pathway data. Records are updated throughout the pathway, up to discharge
-- Contacts contains 1 row for every planned session or engagement in line with the minimum episodes of engagement as defined in the spec. For example, a SU that completes the programme without a rescue package will have a minimum of 20 rows (regardless of delivery method) by the end of the programme
-- If a providers planned standard pathway includes more than the minimum number of sessions as set out in the spec, these should all be submitted in the minimum data set. Please provide standard pathway details to the email address below
-- For SU's on a face to face delivery method, anything outside the delivery of sessions (or catch up sessions) should not be submitted including follow up calls or digital engagements
-- If a participant takes part in a rescue package, additional rows should be added to document each weekly session that is booked to take place during the rescue package.
-- For digital contracts the number of engagements that take place within the timeframe should be included on the appropriate row. All Digital engagements will fall into a digital session engagement period
-- See Digital Engagement Periods tab for example of digital session engagement periods
-- Health Incidents contains details of side effects and adverse events reported by participants
-- Submissions include all data from the commencement of the programme to the end of the most recent month. For example in September 2021 data from 1 September 20 to 31 August 21 is submitted
-- There are 2 submissions each month; version 1 is due by 5pm on working day 10, version 2 is due by 5pm on working day 20
-- Submissions are made via the Digital Landing Portal (DLP). For more information and to get set up on the DLP please visit https://digital.nhs.uk/services/data-landing-portal
-- The DLP recipient organisation is DSCRO South (South Collaborative)
-- Please send any queries to scwcsu.lcdpilot@nhs.net and scwcsu.healthieryou@nhs.net

Key

The following colours have been used to highlight changes made to the previous version of the MDS

Field or entry no longer used. We are unable to delete fields due to historic data so entries to retired fields should be null. Retired entries (codes) should not be used

Change to existing field or entry (code) or expansion of existing guidance

New field or entry (code)

NHS STANDARD CONTRACT 2022/23 PARTICULARS (Full Length)

R019	Email	an68				
R020	Telephone	an16				
R021	Date_of_Birth	DATEYYYY-MM-DD				The date of birth of the participant
R022	Is_Service_User_on_Learning_Disability_Register	an1	Y	Yes		Whether the participant has been recorded on the learning disability register at their general practice. The register is produced by the practice from diagnostic information and therefore participants may not know that they are on the register. This information should only be collected from referrers / General Practices and not from the participant.
			N	No		
			X	Not known		
R023	Is_Service_User_on_SMI_Register	an1	Y	Yes		Whether the participant has been recorded on the Serious Mental Illness register at their general practice. The register is produced by the practice from diagnostic information and therefore participants may not know that they are on the register. This information should only be collected from referrers / General Practices and not from the participant.
			N	No		
			X	Not known		
R024	Sex	an1	1	Male		The participants' sex. Indeterminate means "unable to be classified as either male or female" – this may also be known as intersex.
			2	Female		
			9	Indeterminate		
			Z	Not Stated (Person asked but declined to provide a response)		
			X	Not known / not recorded		
R025	Ethnicity	an2		White		The ethnicity of the participant, as specified by the participant. "Not Stated" should be used where the participant has been given the opportunity to state their ethnic category but chose not to. "Not known" should only be used when the participant has not been asked. This is required to assess eligibility with regards to BMI range.
			A	White British or white Mixed British		
			B	White Irish		
			C	Any other white background		
				Mixed		
			D	White and Black Caribbean		
			E	White and Black African		
			F	White and Asian		
			G	Any other mixed background		
				Asian or Asian British		
			H	Indian		
			J	Pakistani		
			K	Bangladeshi		
			L	Any other Asian background		
				Black or Black British		
			M	Caribbean		
			N	African		
			P	Any other black background		
				Other Ethnic Groups		
			R	Chinese		
			S	Any other ethnic group		
			Z	Not Stated		
			99	Not Known		
R026	Date_diagnosed_with_Type_2_Diabetes	DATEYYYY-MM-DD				Individual must have been diagnosed within the last 6 years prior to referral date to be eligible for programme
R027	Medication_discussed	an1	Y	Yes		Participant should have discussed medication changes with their GP, if confirmed mark as "Yes". If no such discussion has taken place, mark as "No" and defer the start date. This is required for the Individual Assessment.
			N	No		
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.
R028	Confirmation_of_medication_eligibility	an1	Y	Yes		Confirmation that the participant has agreed with the referrer, as part of their medication review, that they will cease taking sulphonylureas / meglitinides / SGLT2 inhibitors prior to commencement of TDR.
			N	No - participant discharged		
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.
R029	Taking_diabetes_medication	an1	Y	Yes		Whether the participant is taking diabetes medication on referral. This is required to know what the HbA1c eligible range is.
			N	No		
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.
R030	Taking_blood_pressure_lowering_meds	an1	Y	Yes		Whether the participant is taking blood pressure lowering medication on referral. If so, a blood pressure check must be done regularly whilst on the programme.
			N	No		
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.
R089	Referral_Blood_Pressure_Systolic_and_Diastolic	varchar(7)		Example: 120/80		This is only required for those who are on blood pressure lowering medication.
R090	Date_of_Referral_Blood_Pressure_Measurement	DATEYYYY-MM-DD				If date has not been provided, entry can be null
R031	At_referral_is_the_patient_currently_taking_any_of_the_following_class_of_medications	an1	Y/N			Select Y if any of the below are Y
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.

MDS Referrals

R032	Metformin	an1	Y/N			Metformin
R033	Sulfonylureas	an1	Y/N			Gliclazide, Glibenclamide, Glimepiride Must NOT be taken during TDR phase – risk of hypoglycaemia
R034	Meglitinides	an1	Y/N			Repaglinide, Nateglinide Must NOT be taken during TDR phase – risk of hypoglycaemia
R035	Pioglitazone	an1	Y/N			Pioglitazone
R036	DPP4_inhibitors_(gliptins)	an1	Y/N			Linagliptin, Alogliptin, Sitagliptin, Saxagliptin, Vildagliptin
R037	SGLT2_inhibitors_(flozins)	an1	Y/N			Dapagliflozin, Canagliflozin, Empagliflozin, Ertugliflozin Must NOT be taken during TDR phase – risk of ketoacidosis
R038	GLP1_analogues_(tides)	an1	Y/N			Exenatide, Dulaglitide, Liraglutide, Lixisenatide, Semaglutide
R039	Acarbose	an1	Y/N			Acarbose
	Assessment of Health Inequalities					
R040	Date_of_initial_contact_attempt	DATEYYYY-MM-DD			Before IA and after referral	The date the participant is first contacted to be invited to an Individual Assessment.
R041	Method_of_initial_contact_attempt	intlan1	1	Letter		The communication method by which a participant is contacted to attend an Individual Assessment.
			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		
R042	Date_of_initial_contact_attempt_2	DATEYYYY-MM-DD				In the event of no response, make an attempt to contact the participant at least another 2 times, using at least 2 different methods of contact.
R043	Method_of_contact_attempt_2Method_of_contact_attempt_2	intlan1	1	Letter		The communication method by which a participant is contacted to attend an Individual Assessment.
			2	Telephone		
			3	Text		
			4	E-mail		

			5	In person		
R044	Date_of_initial_contact_attempt_3	DATE YYYY-MM-DD				In the event of no response, make an attempt to contact the participant at least another 2 times, using at least 2 different methods of contact.
R045	Method_of_contact_attempt_3	int/an1	1	Letter		This is the communication method by which a participant is contacted to attend an Individual Assessment.
			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		
R046	Date_of_Acceptance_to_take_part_in_programme	DATE YYYY-MM-DD				Once a person has agreed to participate in the programme this should be populated with the date that they accept. If person does not accept, has yet to accept or is never able to be contacted this will remain blank, and if appropriate the participant should be discharged with a date of discharge and reason for discharge completed. If the person declines the IA this should remain blank and the reason for decline
R047	Reason_for_declining	int/an1	1	No reason given		The reason given by the person for declining to attend an Individual Assessment. Please refer to the Service Specification and any other guidelines from NHS England regarding the eligibility criteria. Date of acceptance should remain blank if a person declined the service. If a participant withdraws after this stage the decline reason should remain blank and the most appropriate discharge reason used (see below for further details)
			2	Unable to commit time		
			3	Inconvenient time		
			4	Inconvenient location		
			5	Not motivated at this time		
			6	Other		
R048	Religion	an1	A	Baha'i	IA - provider to collect	A participant's religious or other belief system affiliation. Where the participant has been asked but they are unsure "Other" should be used. "Not known" should only be used when the participant has not been asked. Religion is a protected characteristic so is collected for equality and monitoring equity of access purposes.
			B	Buddhist		
			C	Christian		
			D	Hindu		
			E	Jain		
			F	Jewish		
			G	Muslim		
			H	Pagan		
			I	Sikh		
			J	Zoroastrian		
			K	Other		
			L	None		
			M	Declines to Disclose		
			N	Patient Religion Unknown		
R049	Does_the_Service_User_have_a_disability	an1	1	Yes		Whether the participant has a disability. This can be where they have been diagnosed as disabled, or they consider themselves to be disabled.
			2	No		
			3	Not Stated (Person asked but declined to provide a response)		
			4	Not known		
R050	Behaviour_and_Emotional	an1	Y / N	Behaviour and Emotional		The participant's disabilities. This should only be completed if the participant has said "Yes" to "Does the participant have a disability?" Each of these fields must be completed with either a "Y" for "Yes", or a "N" for "No". The participant can say "Yes" to more than one disability.
R051	Hearing	an1	Y / N	Hearing		
R052	Manual_Dexterity	an1	Y / N	Manual Dexterity		
R053	Memory_or_ability_to_concentrate_learn_or_understand_(Learning_Disability)	an1	Y / N	Memory or ability to concentrate, learn or understand (Learning Disability)		
R054	Mobility_and_Gross_Motor	an1	Y / N	Mobility and Gross Motor		
R055	Perception_of_Physical_Danger	an1	Y / N	Perception of Physical Danger		
R056	Personal_SelfCare_and_Continence	an1	Y / N	Personal, Self-Care and Continence		
R057	Progressive_Conditions_and_Physical_Health_(such_as_HIV_cancer_multiple_sclerosis_fits_etc)	an1	Y / N	Progressive Conditions and Physical Health (such as HIV, cancer, multiple sclerosis, fits etc.)		
R058	Sight	an1	Y / N	Sight		
R059	Speech	an1	Y / N	Speech		
R060	Other	an1	Y / N	Other		
R061	Is_Service_User_a_smoker	an1	1	Smoker		Current smoker: Adults who smoke cigarettes nowadays. Ex-smoker: Adults who used to smoke cigarettes regularly but no longer do so. http://content.digital.nhs.uk/catalogue/PUB17526/stat-smok-eng-2015-rep.pdf
			2	Ex-smoker		
			3	Non-smoker		
			Z	Not Stated (Person asked but declined to provide a response)		
			X	Not known		
R062	Is_the_Service_User_happy_to_receive_the_service_in_English	an1	Y	Yes		
			N	No		
R063	Preferred_language	int	1	English		What language would the participant have preferred the programme to be delivered in?
			2	Arabic		
			3	Bengali		
			4	British Sign Language		
			5	Chinese		
			6	Farsi		
			7	Gujarati		
			8	Hindi		
			9	Kurdish		
			10	Lithuanian		
			11	Nepali		
			12	Pakistani		
			13	Polish		
			14	Punjabi		
			15	Slovak		
			16	Somali		
			17	Tamil		
			18	Turkish		
			19	Urdu		
			20	Other		

R064	Preferred_language_Other	freetext (50)				If Preferred Language is Other – 20 then please specify the additional language here. This should only be used where the preferred language is not one of the 19 already listed.
R065	Delivered_language	int	1	English		What language was the programme delivered in?
			2	Arabic		
			3	Bengali		
			4	British Sign Language		
			5	Chinese		
			6	Farsi		
			7	Gujarati		
			8	Hindi		
			9	Kurdish		
			10	Lithuanian		
			11	Nepali		
			12	Pakistani		
			13	Polish		
			14	Punjabi		
			15	Slovak		
			16	Somali		
			17	Tamil		
			18	Turkish		
			19	Urdu		
			20	Other		
R066	Delivered_language_Other	freetext (50)				If Delivered Language is Other – 20 then please specify the additional language here. This should only be used where the delivered language is not one of the 19 already listed.
	Consent_for_future_contact_for_evaluation	an1	Y	Yes		The person agrees to be contacted in the future to take part in the evaluation of LCD.
R067			N	No		
			(blank)	Not Recorded		
R068	Confirmation_of_eligibility	an1	Y	Yes		Confirm that the participant remains eligible for LCD TDR. Please refer to the Service Specification and any other guidelines from NHS England regarding the eligibility criteria.
			N	No		
			X	Not known		Not known should be used as a temporary default entry until relevant information is captured.
R091	Date_of_Confirmation_of_Eligibility	DATE YYYY-MM-DD				The date the participants eligibility was confirmed. If SU choice means there's a gap between IA and TDR start, the date the SU's eligibility was re-confirmed prior to TDR start should be provided. If multiple dates apply, the latest should be provided.
R069	Date_of_Individual_Assessment_Attendance	DATE YYYY-MM-DD				The date the participant attended/participated in the Individual Assessment. If a planned IA was not attended, enter the actual date of attendance once it has been attended
R092	Delivery_Method_of_Individual_Assessment		1	1:1 in person		The method of delivery for the individual assessment applies to Framework 1 face to face delivery only
			2	Remote		Not applicable to wave 1 and 2 contracts and should be NULL
R093	Delivery_Method_Choice		1	1:1 in person		The choice of delivery method selected by the participant
			2	Digital		Not applicable to wave 1 and 2 contracts and should be NULL
R070	SU_agrees_attend_diabetes_review_appts_at_GP_practice_whether_remission_is_achiev	an1	Y			
			N			
R071	SU_notify_GP_practice_of_any_unexpected_or_concerning_symptoms_which_are_urgen	an1	Y			
			N			
R072	SU_will_notify_GP_practice_if_they_disengage_or_drop_out_before_the_end_of_the_inte	an1	Y			
			N			
R073	Service_user_has_no_known_allergies_to_the_ingredients_of_the_issued_TDR_products	an1	Y			Yes – the participant does not have any known allergies to TDR product ingredients
			N			No – the participant does have known allergies to TDR product ingredients
R074	Date_of_Individual_Assessment_booking_attempt_1_following_non-attendance	DATE YYYY-MM-DD			If needing to rebook IA	In the event of non-attendance, make an attempt to re-book at least 3 times, using at least 2 different methods of contact.
R075	Method_of_contact_attempt_1_following_non-attendance	an1/int	1	Letter		This is the communication method by which an participant is contacted to re-book the session.
			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		
R076	Date_of_Individual_Assessment_booking_attempt_2_following_non-attendance	DATE YYYY-MM-DD				In the event of non-attendance, make an attempt to re-book at least 3 times, using at least 2 different methods of contact.
R077	Method_of_contact_attempt_2_following_non-attendance	an1/int	1	Letter		This is the communication method by which an participant is contacted to re-book the session.

			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		
R078	Date_of_Individual_Assessment_booking_attempt_3_following_non-attendance	DATE YYYY-MM-DD				In the event of non-attendance, make an attempt to re-book at least 3 times, using at least 2 different methods of contact
R079	Method_of_contact_attempt_3_following_non-attendance	an1/int	1	Letter		This is the communication method by which an participant is contacted to re-book the session.
			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		
R149	On_Hold_Waiting	an1	Y	Yes		To be used when a participant is waiting for a particular group or delivery method (eg. a particular language or in person to resume). Waiting times as per the service specification apply.
R080	Planned_date_of_commencement_of_TDR	DATE YYYY-MM-DD			Starting the programme	The date that the participant and provider planned for the participant to begin TDR.
R081	Actual_date_of_commencement_of_TDR	DATE YYYY-MM-DD				The date that the participant commenced TDR as confirmed by the provider. It may be the same as the planned date, or different if the SU did not begin on the planned day after all.
R094	Baseline_Weight	numeric	nnn.nn	[Kilograms]		The weight captured at the first session/engagement within the TDR phase. If this doesn't fall on the TDR start date then the weight captured closest to this date (within 7 days either side) should be provided.
R140	Actual_date_of_commencement_of_FR	DATE YYYY-			During the	The date that the participant commenced FR as confirmed by the provider
R141	Actual_date_of_commencement_of_WM	DATE YYYY-				The date that the participant commenced WM as confirmed by the provider
R142	Rescue_Package_Start_Date	DATE YYYY-				If a participant is eligible for a rescue package and accepts the offer, the date the rescue package is started
R143	Rescue_Package_End_Date	DATE YYYY-MM-DD				If a participant is eligible for a rescue package and accepts the offer, the date the rescue package ends. The maximum duration for a rescue package is 28 days.
R095	Pause_Start_Date	DATE YYYY-				Please see service specification for further details relating to a pause
R096	Pause_End_Date	DATE YYYY-				Please see service specification for further details relating to a pause
R082	Date_of_Digital_Registration	DATE YYYY-MM-DD			Progressing through the Digital	The date that the digital participant registers on the digital platform. This will be blank for one to one and group contracts. This is required for digital MS1 payment.
R083	Date_Of_TimeStamped_Log_In_MS2	DATE YYYY-MM-DD				The date at which the participant logs in to the digital platform in the MS2 period. This will be blank for one to one and group contracts. This is required for digital MS2 payment.
R084	Date_Of_TimeStamped_Log_In_MS3	DATE YYYY-MM-DD				The date at which the participant logs in to the digital platform in the MS3 period. This will be blank for one to one and group contracts. This is required for digital MS3 payment.
R097	GP_notified_of_referral_receipt	an1	Y	GP notification sent		
			N	GP notification not sent		
R098	Date_GP_notified_of_referral_receipt	DATE YYYY-MM-DD		[Date]		
R099	GP_notified_of_IA_Completion	an1	Y	GP notification sent		
			N	GP notification not sent		
R100	Date_GP_notified_of_IA_Completion	DATE YYYY-MM-DD		[Date]		
R101	GP_notified_of_TDR_Start	an1	Y	GP notification sent		
			N	GP notification not sent		
R102	Date_GP_notified_of_TDR_Start	DATE YYYY-MM-DD		[Date]		
R103	GP_notified_of_TDR_End	an1	Y	GP notification sent		
			N	GP notification not sent		
R104	Date_GP_notified_of_TDR_End	DATE YYYY-MM-DD		[Date]		
R105	GP_notified_of_pause	an1	Y	GP notification sent		

			7	Incomplete - participant has not attended first intervention session within 6 months of referral OR after 3 suitable offers		7 - only applicable after IA and before first session has been attended
			8	Incomplete - participant disengaged during programme		8 - only applicable after TDR start date
			14	Incomplete - participant unable to comply		14 - only applicable after TDR start date
			9	Incomplete - participant became pregnant		9 - applicable at any time in the pathway
			10	Incomplete - adverse event		10 - only applicable after TDR start date
			15	Incomplete - participant did not want to continue with chosen delivery method		15 - only applicable to framework 1 and after TDR start date
			16	Incomplete - participant unable to restart following pause		16 - only applicable following a pause, pause start date should also be present (please see service spec for more details on pauses)
			17	Transferred to other provider / contract		17 - to be used when transferring from one contract to another, whether within a provider or to a different provider
			11	Incomplete - other		11 - only to be used as a last resort if any of the above list do not cover the reason, applicable at any time in the pathway
						If a SU is discharged as ineligible (Reason_For_Discharge = 6) please provide reason(s) for ineligibility. More than 1 can be provided for each SU, if applicable. These should only be used where the data has been provided and it confirms the SU is ineligible, not if data is missing meaning eligibility cannot be confirmed.
R110	Ineligible_Age		Y | Null			Age outside permitted range
R111	Ineligible_Date_of_Diagnosis		Y | Null			Date of diagnosis outside permitted range
R112	Ineligible_BMI		Y | Null			BMI outside permitted range
R113	Ineligible_Hba1c		Y | Null			Date or reading outside permitted range
R114	Ineligible_Diabetes_Review_Attendance		Y | Null			Service user has not attended last diabetes review
R115	Ineligible_Insulin		Y | Null			Service user is currently taking insulin
R116	Ineligible_Pregnant_Breastfeeding		Y | Null			Service user is currently pregnant, planning to become pregnant within next 6 months or currently breastfeeding
R117	Ineligible_Comorbidity		Y | Null			Service user has at least 1 of the comorbidities listed in the service specification
R118	Ineligible_Bariatric_Surgery		Y | Null			Service user has had bariatric surgery
R119	Ineligible_Understanding_or_Meet_Demands		Y | Null			Service user is unable to understand or meet the demands of the programme
R120	Ineligible_Medication_Changes_in_Writing		Y | Null			Service user does not have medication changes provided in writing
R121	Ineligible_ReReferral		Y | Null			Service user has previously been referred to the programme and started TDR
R122	Ineligible_Other		Y | Null			Service user is ineligible for a reason not listed above

MDS Contacts

	All Contracts - Enter 1 row for every planned session or engagement in line with the minimum episodes of engagement as defined in the spec. See Guidance tab for further information					
Unique Field ID	Field name	Format	Code	Data Values	Time of Data Collection	Additional information
C088	Unique_Referral_ID	an12 (as example)			For every core session/engagement	The same unique referral id as used for the participant in the Referral dataset.
C089	Organisation_code_of_LCD_provider	an8				The LCD provider code.
C090	Phase_of_intervention	an35	TDR	TDR		The provider should indicate what stage of the programme the participant is in for every session/engagement.
			FR	Food Reintroduction		Where a participant is in Weight Maintenance but has been given a rescue package at the last session/engagement, the provider should select WMRP to indicate that the participant is using a rescue package.
			WM	Weight Maintenance		
			WMRP	Weight Maintenance - Rescue Package		If the phase of the programme deviates from the plan, the phase provided should reflect the phase the
C091	Date_of_Session_or_Engagement	DATE YYYY-MM-DD		[Date]		The date of the booked session / the date the digital engagement occurs. For digital, the date should be provided of the engagement with a health coach ('Conversation With Health Coach' or 'Exchange of Messages With Health Coach'). If more than 1 has taken place within the engagement period, please provided the latest
C001	Session_or_Engagement_Number	int/an2				Sessions should be numbered 1-20. Sessions that take during a rescue package should have the phase_of_intervention coded as WMRP and the session prefixed with R. Rescue package sessions start at 1 (eg. R1, R2, etc).Where a core sessions/engagement takes place during a rescue package and the weekly rescue package session is incorporated into this, the core session number should take precedence and the phase coded as WMRP. For Digital anything that takes place before engagement period 1 is session 0, anything that takes place after week 54 is session 100.
C092	Attendance	int/an1	1	Attended		For digital, if an engagement with a coach (Conversation with Health Coach or Mentor or Exchange of messages with a health coach or mentor) has not taken place in the digital engagement period, the attendance should be 2 - did not attend
			2	Did not attend		
			3	Cancelled (by provider)		
C093	Facilitator_Qualification	int/an2	11	Nutritionist		The primary qualification (as relevant to the programme) of the facilitator. For digital engagements, if more than 1 engagement has taken place within the engagement period with different facilitators, please submit the qualification that appears first in the list provided. If a session or engagement was not attended, the facilitator qualification of the planned session should be provided. Option 10 is no longer a valid entry.
			12	Health Professional (Nurse)		
			13	Health Professional (Health Trainer)		
			14	Health Professional (Dietician)		
			15	Health Professional (Physiotherapist)		
			16	Health Practitioner (Practitioner Psychologist)		
			17	Physical Activity Professional		

			18	Other (paid)		
			19	Other (volunteer)		
			10	None (digital engagement) - no longer used		
C094	Type_of_Contact	int/an1	1	In person group		This should be completed for every contact. For wave 1 and wave 2 contracts, this should usually match the delivery method assigned at contract level. Alternative delivery mechanisms may be used to support delivery and participant engagement eg. a planned 1:1 session on group delivery as part of the pathway For framework 1 contracts, this should match the delivery method selected by the SU for that session (or catch up session) (option 2, 5 or 6 for 1:1 or option 7 for digital). In person relates to physical face to face; remote telephone is traditional phone calls; remote web is video calls (teams, zoom etc.) Digital is any interactive content (eg. watch a video or take a quiz)
			2	In person 121		
			3	Remote (telephone) group		
			4	Remote (web) group		
			5	Remote (telephone) 121		
			6	Remote (Web) 121		
			7	Digital		
C095	Length_of_Contact	int		[In minutes]		Length in minutes of session. Only required for face to face delivery (remote group, in person group, remote 1:1, in person 1:1)
C096	Type_Of_Engagement_NLU	int/an2	1	Conversation with Health Coach or Mentor		No longer used
			2	Participation in an online group Conversation		
			3	Exchange of messages with a health coach or mentor (min message limit applies)		
			4	Accessing education materials via digital platform		
			5	Personalised Goal setting or Action Plan agreed		
			6	Watch a Video or Complete A Quiz		
			7	Use of tracking technology with associated data logged		
			8	Recording of achievement against set goals		
			9	Method A		
			10	Method B		
C002	Engagement_Conversation_With_Health_Coach_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C003	Engagement_Conversation_With_Health_Coach_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C004	Engagement_Exchange_of_Messages_With_Health_Coach_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period. Minimum message limit for exchange of messages with health coach or mentor is 3 each way within 24 hour period.
C005	Engagement_Exchange_of_Messages_With_Health_Coach_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C006	Engagement_Particiption_in_Online_Group_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C007	Engagement_Particiption_in_Online_Group_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C008	Engagement_Access_Education_Materials_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C009	Engagement_Access_Education_Materials_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C010	Engagement_Goal_Setting_or_Action_Plan_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C011	Engagement_Goal_Setting_or_Action_Plan_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C012	Enagement_Video_or_Quiz_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C013	Enagement_Video_or_Quiz_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C014	Engagement_Tracking_Technology_Data_Length	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C015	Engagement_Tracking_Technology_Data_Number	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C016	Engagement_Goal_Recording_Number	int				Only required to be completed for digital participants. Count of all engagements during engagement period
C017	Engagement_Goal_Recording_Length	int		[In minutes]		Only required to be completed for digital participants. Cumulative length of all engagements during engagement period
C144	TDR_Consumption	an1	1	Full TDR		Captures TDR product consumption Only applicable during TDR, FR and WMRP phases or following a Rescue Package (if required to record wean off products) If more than 1 applies since the last session please select the one that applies for majority of days between the sessions Full TDR - TDR has been consumed as defined in the service specification
			2	Partial TDR - FR/WMRP		Partial TDR - anything less than full adherence to the guidance defined in the spec either due to the participant being in the food reintroduction phase or for another reason in the list provided. If selecting option 3, the number of full days TDR has been missed can be entered in the next question (#99) Please see service specification relating to the contract area regarding partial rescue packages
			3	Partial TDR - participant unable to fully comply		
			4	Partial TDR - adverse event		
			6	No TDR - FR		No TDR due to completing weaning off products before the end of FR phase
			5	No TDR - adverse event		
C097	Number_of_days_on_TDR_since_last_contact_or_session_(any_days_where_TDR_used_at_all)_NLU	int				field no longer used (NLU) entry should be null
C098	Number_of_meals_that_replaced_TDR_per_day_(on_average)_since_last_contact_or_session_NLU	int				field no longer used (NLU) entry should be null
C099	Number_of_days_of_TDR_missed_since_last_contact_or_session	int				This should be completed for every contact in TDR, FR and WMRP If a participant was planned to take TDR products but missed an entire day, enter the number of days missed here. If they are in FR and were not planned to take any products 0 should be entered
C115	Fibre_supplements_provided_for_use_until_next_planned_session_NLU	an1	Y	Fibre supplement has been provided to participant		No longer used
			N	Fibre supplement has not been provided to participant		
C116	Previously_supplied_fibre_supplements_consumed	an1	Y	Service user confirms fibre supplement has been used (entry no longer used)		Y - is no longer an acceptable response to this question and should not be used.
			F	Full		Full - The full recommended amount of fibre has been consumed (7g per day (usually issued in 2 x 3.5g portions

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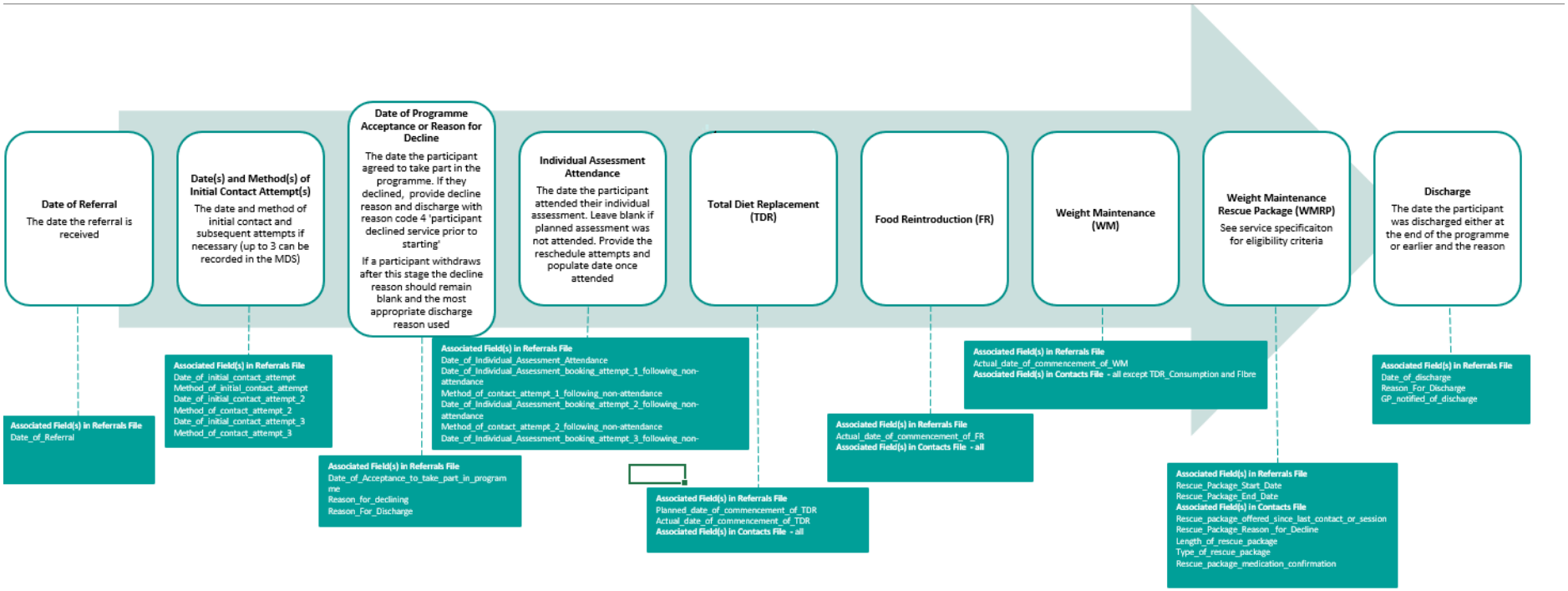
			P	Partial		of Ispaghula Husk/Psyllium Husk/Fybogel) during the TDR Phase).
			N	None		Partial - Fibre has been consumed but less than the recommended amount
C104	Weight	nnn.nn		[Kilograms]		The weight of the patient in kilograms. Essential data collection points are articulated in the specification document. If there is a delay in obtaining weight prior to submission 999 can be entered as a temporary measure until actual weight can be obtained. Once correct weight obtained it should be added for next submission For digital, if more than 1 weight has been captured in the engagement period please provide the latest. If more
C105	Type_of_weight_measure	an1	O	Objective		Whether the weight of the participant has been measured by the provider, or by the participant themselves and self-reported.
			S	Self-reported		
C106	Date_of_Weight_Measurement	DATE YYYY-MM-DD				The date of the weight measurement
C109	Capillary_blood_glucose_test_result	nn.nn				For digital, if more than 1 blood glucose measurement has been captured in the engagement period please provide the latest
C110	Capillary_blood_test_measurement_type	an1	O	Objective		Whether the finger prick test was done by the provider, or done by the participant and then self-reported.
			S	Self-reported		
C107	Blood_pressure_(systolic_and_diastolic)	varchar(7)		Example: 120/80		This is only required for those who are on blood pressure lowering medication. For digital, if more than 1 blood pressure measurement has been captured in the engagement period please provide the latest
C108	Blood_Pressure_measurement	an1	O	Objective		Whether the blood pressure of the participant was measured by the provider, or measured by the participant themselves and then self-reported.
			S	Self-reported		
C100	Rescue_package_offered_since_last_session_or_engagement	an1	N	Not applicable		This should be completed for every contact. Please see service specification for rescue package eligibility criteria Rescue package is offered (where applicable) at a WM session (Phase_of_intervention). If accepted submit Y on session that it was accepted.
			A	Not offered - adverse event		If a rescue package is offered in between core sessions/engagements, the response should be added to the next session/engagement. Any sessions that take place during the RP have the phase of intervention code WMRP and this question will be N.
			Y	Offered - accepted		Each participant can only have 1 rescue package (if the eligibility criteria is met) Rescue package dates are entered in the referral file.
			D	Offered - declined		Not applicable - no weight gain (or less than the required amount), already accepted a Rescue Package, taking incompatible medication Not offered - adverse event - the participant is eligible for rescue package but it is not appropriate to offer due to an adverse event that occurred during the TDR phase meaning restarting TDR products is not appropriate
			P	Offered - declined full, accepted partial		Offered - accepted - the participant has been offered a rescue package and accepted the offer Offered - declined - the participant has been offered a rescue package and declined the offer (please supply reason for decline in next question)
			M	Offered and accepted but Medication review required		Offered - declined full, accepted partial - the participant has been offered a rescue package and declined a full rescue package, but accepted a partial (applicable to framework 1) Medication review required - the participant has been offered a rescue package and accepted however they are taking (or are unsure if they are taking) sulphonylurees / meelitinides / SGLT2 inhibitors therefore a
C145	Rescue_Package_Reason_for_Decline	an1	1	Weight gain not deemed significant		The reason given by the participant for declining a Rescue Package.
			2	Will reengage with weight maintenance methods		A participant may decline a rescue package offer more than once and each decline should be captured and
			3	Aversion to TDR products		applied to closest session/engagement after (if it takes place outside a core session/engagement)
			4	Inconvenient time		Please choose the most appropriate reason from the list. 'Other' should be used as a last resort only when the
			5	Other		preceding options are not applicable.
C101	Length_of_rescue_package	int		[Number of days]		The length of time on the rescue package since last session. This should be blank if a rescue package has not been given.
C102	Type_of_rescue_package	an1	P	Partial TDR		Please see service specification releting to the contract area regarding partial rescue packages
			2	Don't know		commencement of rescue package. If the medication has been taken the participant cannot commence with the rescue package.
			3	Medication taken		If the participant doesn't know whether there has been a change in their medication confirmation must be
C113	Presence_of_any_other_diabetes_related_complications_since_last_contact	an1	Y	Participant has other diabetes related complications		The purpose of this is to allow the participant to raise any non-serious adverse events they feel are significant
			N	Participant has no other diabetes related complications		enough to mention. It is not necessary to provide them with a list. If they answer yes, a record should be added
C114	Presence_of_any_other_health_complications_since_last_contact	an1	Y	Participant has other health conditions		New detection of a co-morbidity
			N	Participant has no other health conditions		
C111	Date_of_reschedule_attempt	DATE YYYY-MM-DD		[Date]	If session is not attended without prior warning.	If the participant does not attend a session, insert the date of the reschedule attempt.
C112	Method_of_contact	int/an1	1	Letter		This is the communication method by which the participant is contacted to re-book the session.
			2	Telephone		
			3	Text		
			4	E-mail		
			5	In person		

MDS Health Incidents

	Each row is a single incident - if a participant has both side effect and adverse event, submit 2 records (one for each incident)				
Unique Field ID	Field name	Format	Code	Data Values	Additional information
H117	Unique_Referral_ID	an12 (as example)			
H118	Organisation_code_of_LCD_provider	an8			
H137	Date_of_Session_or_Engagement	DATE YYYY-MM-DD			The date of the contact session at which the health incident was reported. If not at a session, the date it was reported
H119	Type_of_Health_Incident	AN2	S	Side effect	Side effects
			A	Adverse event	Adverse events as defined in the service spec
H120	Date_of_health_incident	DATE YYYY-MM-DD			Date side effect or adverse event occurred
H121	Type_of_side_effect	AN2	1	Constipation	Required entry when Type_of_Health_Incident = S
			2	Sensitivity to cold	These should be reported when it has been significant enough for the patient to mention and suspected to be a side effect of the programme (not a pre-existing condition) or severe enough to impact their TDR consumption.
			3	Headache	
			4	Dizziness	'Other' should only be used when none of the other options are suitable.
			5	Fatigue	Please do not combine multiple events into 'other'
			6	Mood change	
			7	Nausea	
			8	Diarrhoea	
			9	Heartburn / indigestion	
			10	Hair loss	
			11	Blurred Vision	
			13	Other Stomach Complaints	
			14	Skin Conditions	
			15	Illness / infection	
			12	Other	
H138	Type_of_side_effect_other	free text (AlphaNumericSpecial 50)			Where the adverse event is not listed, please provide brief summary. This should only be used where complaint is not already listed. **Please ensure no PID entered here**
H126	Type_of_adverse_event	an2	1	Myocardial infarction (MI)	Required entry when Type_of_Health_Incident = A
			2	Stroke	'Other' should only be used when none of the other options are suitable.
			3	Gall stones	Please do not combine multiple events into 'other'
			4	Pancreatitis	
			5	Cancer	
			6	Severe allergic reaction	
			8	Eating Disorder	
			9	Fall requiring admission	
			10	Infection / sepsis	including any infection needing hospital admission
			11	Severe constipation / impaction	
			12	Seizure	
			7	Other	

H139	Type_of_adverse_event_other	free text (AlphaNumericSpecial 200)			Where the adverse event is not listed, please provide brief summary. This should only be used where complaint is not already listed. **Please ensure no PID entered here**
H127	Fibre_Supplement_pack_provided	AN2	Y	Yes	If additional fibre supplement has been provided in relation to side effect
			N	No	
H128	Date_fibre_Supplement_pack_provided	DATE YYYY-MM-DD			If yes, date provided
H130	Has_the_capillary_blood_glucose_flag_been_triggered	an2	Y	Yes	Please see service specification for thresholds.
			N	No	
H131	Date_capillary_blood_glucose_flag_triggered	DATE YYYY-MM-DD			If yes, date triggered
H132	Has_blood_pressure_flag_been_triggered	an2			Please see service specification for thresholds.
			H	Yes - high	BP reading meets high threshold for action
			L	Yes - low	BP reading meets low threshold for action
			N	No	
H133	Date_blood_pressure_flag_triggered	DATE YYYY-MM-DD			If yes, date triggered
H124	Serious_adverse_event_NLU	AN2	Y	Yes	Serious unintended health incidents / adverse events / side effects (major)
			N	No	
H125	Date_serious_adverse_event_occurred_NLU	DATE YYYY-MM-DD			If yes, date adverse event occurred
H122	Programme_deintensified	AN2	Y	Yes	Impact of adverse event required programme deintensification
			N	No	
H123	Date_programme_deintensified	DATE YYYY-MM-DD			If yes, date programme de-intensified
H146	Date_programme_reintensified	DATE YYYY-MM-DD			To be completed once de-intensification period has ended
H129	Any_alerts_discussed_with_Medical_Director	an2	Y	Yes	
			N	No	
H134	Number_of_unique_alerts_given_to_primary_care	numeric		[Number]	Alerts sent for all adverse events, all incidents of blood capillary glucose flag or blood pressure flag being triggered. Number entered relates to the alerts sent for the adverse event being reported. If none please submit 0
H135	Date_of_alert_given_to_primary_care	DATE YYYY-MM-DD		[Date]	
H136	Action(s)_taken	free text (AlphaNumericSpecial 200)			**Please ensure no PID entered here**

Pathway Summary



Digital Engagement Periods

Enter TDR Start Date	01-Jun-22

Framework 1

Week 1 begins on TDR start date (Actual_date_of_commencement_of_TDR)

Session Number	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	
Week number	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	
Phase	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	
Day number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Date	01-Jun-22	02-Jun-22	03-Jun-22	04-Jun-22	05-Jun-22	06-Jun-22	07-Jun-22	08-Jun-22	09-Jun-22	10-Jun-22	11-Jun-22	12-Jun-22	13-Jun-22	14-Jun-22	15-Jun-22	
Rescue Package Sessions																

Wave 1 and Wave 2

Week 1 begins the Monday of the week TDR is started

Session Number	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	
Week number	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	
Phase	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	
Day number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Date (adjust TDR start date as required)	#########	#########	01-Jun-22	02-Jun-22	03-Jun-22	04-Jun-22	05-Jun-22	06-Jun-22	07-Jun-22	08-Jun-22	09-Jun-22	10-Jun-22	11-Jun-22	12-Jun-22	13-Jun-22	
Rescue Package Sessions																

All digital engagements should be included within the relevant Session number, based on when they take place
Any digital engagements that take place before TDR start should be assigned to session '0'
Any digital engagements that take place after the end of week 54 should be assigned to session '100'
Rescue Package sessions should be numbered R1, R2, R3, R4 etc.

3	3	3	3	3	3	4	4	4	4	4	4	4	5	5	5	5	5	5	
3	3	3	3	3	3	4	4	4	4	4	4	4	5	5	5	5	5	5	
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
16-Jun-22	17-Jun-22	18-Jun-22	19-Jun-22	20-Jun-22	21-Jun-22	22-Jun-22	23-Jun-22	24-Jun-22	25-Jun-22	26-Jun-22	27-Jun-22	28-Jun-22	29-Jun-22	30-Jun-22	01-Jul-22	02-Jul-22	03-Jul-22	04-Jul-22	

3	3	3	3	3	3	4	4	4	4	4	4	4	5	5	5	5	5	5	
3	3	3	3	3	3	4	4	4	4	4	4	4	5	5	5	5	5	5	
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
14-Jun-22	15-Jun-22	16-Jun-22	17-Jun-22	18-Jun-22	19-Jun-22	20-Jun-22	21-Jun-22	22-Jun-22	23-Jun-22	24-Jun-22	25-Jun-22	26-Jun-22	27-Jun-22	28-Jun-22	29-Jun-22	30-Jun-22	01-Jul-22	02-Jul-22	

5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6
5	6	6	6	6	6	6	6	7	7	7	7	7	7	7	8	8	8
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR
35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
05-Jul-22	06-Jul-22	07-Jul-22	08-Jul-22	09-Jul-22	10-Jul-22	11-Jul-22	12-Jul-22	13-Jul-22	14-Jul-22	15-Jul-22	16-Jul-22	17-Jul-22	18-Jul-22	19-Jul-22	20-Jul-22	21-Jul-22	22-Jul-22

5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6
5	6	6	6	6	6	6	6	7	7	7	7	7	7	7	8	8	8
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR
35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
03-Jul-22	04-Jul-22	05-Jul-22	06-Jul-22	07-Jul-22	08-Jul-22	09-Jul-22	10-Jul-22	11-Jul-22	12-Jul-22	13-Jul-22	14-Jul-22	15-Jul-22	16-Jul-22	17-Jul-22	18-Jul-22	19-Jul-22	20-Jul-22

6	6	6	6	7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	9	9	9	9	9	9	9	10	10	10	10	10	10
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR
53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69
23-Jul-22	24-Jul-22	25-Jul-22	26-Jul-22	27-Jul-22	28-Jul-22	29-Jul-22	30-Jul-22	31-Jul-22	01-Aug-22	02-Aug-22	03-Aug-22	04-Aug-22	05-Aug-22	06-Aug-22	07-Aug-22	08-Aug-22

6	6	6	6	7	7	7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	9	9	9	9	9	9	9	10	10	10	10	10	10
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR
53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69
21-Jul-22	22-Jul-22	23-Jul-22	24-Jul-22	25-Jul-22	26-Jul-22	27-Jul-22	28-Jul-22	29-Jul-22	30-Jul-22	31-Jul-22	01-Aug-22	02-Aug-22	03-Aug-22	04-Aug-22	05-Aug-22	06-Aug-22

7	8	8	8	8	8	8	8	8	8	8	8	8	8	8	9	9	9
10	11	11	11	11	11	11	11	12	12	12	12	12	12	12	13	13	13
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	FR	FR	FR
70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
09-Aug-22	10-Aug-22	11-Aug-22	12-Aug-22	13-Aug-22	14-Aug-22	15-Aug-22	16-Aug-22	17-Aug-22	18-Aug-22	19-Aug-22	20-Aug-22	21-Aug-22	22-Aug-22	23-Aug-22	24-Aug-22	25-Aug-22	26-Aug-22

7	8	8	8	8	8	8	8	8	8	8	8	8	8	8	9	9	9
10	11	11	11	11	11	11	11	12	12	12	12	12	12	12	13	13	13
TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	TDR	FR	FR	FR
70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
07-Aug-22	08-Aug-22	09-Aug-22	10-Aug-22	11-Aug-22	12-Aug-22	13-Aug-22	14-Aug-22	15-Aug-22	16-Aug-22	17-Aug-22	18-Aug-22	19-Aug-22	20-Aug-22	21-Aug-22	22-Aug-22	23-Aug-22	24-Aug-22

9	9	9	9	10	10	10	10	10	10	10	11	11	11	11	11	11
13	13	13	13	14	14	14	14	14	14	14	15	15	15	15	15	15
FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR
88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104
27-Aug-22	28-Aug-22	29-Aug-22	30-Aug-22	31-Aug-22	01-Sep-22	02-Sep-22	03-Sep-22	04-Sep-22	05-Sep-22	06-Sep-22	07-Sep-22	08-Sep-22	09-Sep-22	10-Sep-22	11-Sep-22	12-Sep-22

9	9	9	9	10	10	10	10	10	10	10	11	11	11	11	11	11
13	13	13	13	14	14	14	14	14	14	14	15	15	15	15	15	15
FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR
88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104
25-Aug-22	26-Aug-22	27-Aug-22	28-Aug-22	29-Aug-22	30-Aug-22	31-Aug-22	01-Sep-22	02-Sep-22	03-Sep-22	04-Sep-22	05-Sep-22	06-Sep-22	07-Sep-22	08-Sep-22	09-Sep-22	10-Sep-22

11	11	11	11	11	11	11	11	12	12	12	12	12	12	12	12	12	12	
15	16	16	16	16	16	16	16	17	17	17	17	17	17	17	18	18	18	
FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	
105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	
13-Sep-22	14-Sep-22	15-Sep-22	16-Sep-22	17-Sep-22	18-Sep-22	19-Sep-22	20-Sep-22	21-Sep-22	22-Sep-22	23-Sep-22	24-Sep-22	25-Sep-22	26-Sep-22	27-Sep-22	28-Sep-22	29-Sep-22	30-Sep-22	

11	11	11	11	11	11	11	11	12	12	12	12	12	12	12	12	12	12	
15	16	16	16	16	16	16	16	17	17	17	17	17	17	17	18	18	18	
FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	FR	
105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	
11-Sep-22	12-Sep-22	13-Sep-22	14-Sep-22	15-Sep-22	16-Sep-22	17-Sep-22	18-Sep-22	19-Sep-22	20-Sep-22	21-Sep-22	22-Sep-22	23-Sep-22	24-Sep-22	25-Sep-22	26-Sep-22	27-Sep-22	28-Sep-22	

12	12	12	12	13	13	13	13	13	13	13	13	13	13	13	13	13
18	18	18	18	19	19	19	19	19	19	19	20	20	20	20	20	20
FR	FR	FR	FR	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139
01-Oct-22	02-Oct-22	03-Oct-22	04-Oct-22	05-Oct-22	06-Oct-22	07-Oct-22	08-Oct-22	09-Oct-22	10-Oct-22	11-Oct-22	12-Oct-22	13-Oct-22	14-Oct-22	15-Oct-22	16-Oct-22	17-Oct-22

12	12	12	12	13	13	13	13	13	13	13	13	13	13	13	13	13
18	18	18	18	19	19	19	19	19	19	19	20	20	20	20	20	20
FR	FR	FR	FR	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139
29-Sep-22	30-Sep-22	01-Oct-22	02-Oct-22	03-Oct-22	04-Oct-22	05-Oct-22	06-Oct-22	07-Oct-22	08-Oct-22	09-Oct-22	10-Oct-22	11-Oct-22	12-Oct-22	13-Oct-22	14-Oct-22	15-Oct-22

13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
20	21	21	21	21	21	21	21	22	22	22	22	22	22	22	23	23
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156
18-Oct-22	19-Oct-22	20-Oct-22	21-Oct-22	22-Oct-22	23-Oct-22	24-Oct-22	25-Oct-22	26-Oct-22	27-Oct-22	28-Oct-22	29-Oct-22	30-Oct-22	31-Oct-22	01-Nov-22	02-Nov-22	03-Nov-22

13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
20	21	21	21	21	21	21	21	22	22	22	22	22	22	22	23	23
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156
16-Oct-22	17-Oct-22	18-Oct-22	19-Oct-22	20-Oct-22	21-Oct-22	22-Oct-22	23-Oct-22	24-Oct-22	25-Oct-22	26-Oct-22	27-Oct-22	28-Oct-22	29-Oct-22	30-Oct-22	31-Oct-22	01-Nov-22

14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
23	23	23	23	23	24	24	24	24	24	24	24	25	25	25	25
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172
04-Nov-22	05-Nov-22	06-Nov-22	07-Nov-22	08-Nov-22	09-Nov-22	10-Nov-22	11-Nov-22	12-Nov-22	13-Nov-22	14-Nov-22	15-Nov-22	16-Nov-22	17-Nov-22	18-Nov-22	19-Nov-22
R1	R1	R1	R1	R1	R1	R1	R2	R2	R2	R2	R2	R2	R2	R3	R3

14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
23	23	23	23	23	24	24	24	24	24	24	24	25	25	25	25
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172
02-Nov-22	03-Nov-22	04-Nov-22	05-Nov-22	06-Nov-22	07-Nov-22	08-Nov-22	09-Nov-22	10-Nov-22	11-Nov-22	12-Nov-22	13-Nov-22	14-Nov-22	15-Nov-22	16-Nov-22	17-Nov-22
R1	R1	R1	R1	R1	R1	R1	R2	R2	R2	R2	R2	R2	R2	R3	R3

14	14	14	14	14	14	14	14	14	14	14	14	14	14	15	15
25	25	25	26	26	26	26	26	26	26	27	27	27	27	27	27
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188
20-Nov-22	21-Nov-22	22-Nov-22	23-Nov-22	24-Nov-22	25-Nov-22	26-Nov-22	27-Nov-22	28-Nov-22	29-Nov-22	30-Nov-22	01-Dec-22	02-Dec-22	03-Dec-22	04-Dec-22	05-Dec-22
R3	R3	R3	R3	R3	R4	R4	R4	R4	R4	R4	R4				

14	14	14	14	14	14	14	14	14	14	14	14	14	14	15	15
25	25	25	26	26	26	26	26	26	26	27	27	27	27	27	27
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188
18-Nov-22	19-Nov-22	20-Nov-22	21-Nov-22	22-Nov-22	23-Nov-22	24-Nov-22	25-Nov-22	26-Nov-22	27-Nov-22	28-Nov-22	29-Nov-22	30-Nov-22	01-Dec-22	02-Dec-22	03-Dec-22
R3	R3	R3	R3	R3	R4	R4	R4	R4	R4	R4	R4				

15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
27	28	28	28	28	28	28	28	29	29	29	29	29	29	29	30
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204
06-Dec-22	07-Dec-22	08-Dec-22	09-Dec-22	10-Dec-22	11-Dec-22	12-Dec-22	13-Dec-22	14-Dec-22	15-Dec-22	16-Dec-22	17-Dec-22	18-Dec-22	19-Dec-22	20-Dec-22	21-Dec-22

15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
27	28	28	28	28	28	28	28	29	29	29	29	29	29	29	30
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204
04-Dec-22	05-Dec-22	06-Dec-22	07-Dec-22	08-Dec-22	09-Dec-22	10-Dec-22	11-Dec-22	12-Dec-22	13-Dec-22	14-Dec-22	15-Dec-22	16-Dec-22	17-Dec-22	18-Dec-22	19-Dec-22

15	15	15	15	15	15	15	15	15	15	15	15	16	16	16	16
30	30	30	30	30	30	31	31	31	31	31	31	31	32	32	32
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220
22-Dec-22	23-Dec-22	24-Dec-22	25-Dec-22	26-Dec-22	27-Dec-22	28-Dec-22	29-Dec-22	30-Dec-22	31-Dec-22	01-Jan-23	02-Jan-23	03-Jan-23	04-Jan-23	05-Jan-23	06-Jan-23

15	15	15	15	15	15	15	15	15	15	15	15	16	16	16	16
30	30	30	30	30	30	31	31	31	31	31	31	31	32	32	32
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220
20-Dec-22	21-Dec-22	22-Dec-22	23-Dec-22	24-Dec-22	25-Dec-22	26-Dec-22	27-Dec-22	28-Dec-22	29-Dec-22	30-Dec-22	31-Dec-22	01-Jan-23	02-Jan-23	03-Jan-23	04-Jan-23

16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
32	32	32	32	33	33	33	33	33	33	33	34	34	34	34
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
221	222	223	224	225	226	227	228	229	230	231	232	233	234	235
07-Jan-23	08-Jan-23	09-Jan-23	10-Jan-23	11-Jan-23	12-Jan-23	13-Jan-23	14-Jan-23	15-Jan-23	16-Jan-23	17-Jan-23	18-Jan-23	19-Jan-23	20-Jan-23	21-Jan-23

16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
32	32	32	32	33	33	33	33	33	33	33	34	34	34	34
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
221	222	223	224	225	226	227	228	229	230	231	232	233	234	235
05-Jan-23	06-Jan-23	07-Jan-23	08-Jan-23	09-Jan-23	10-Jan-23	11-Jan-23	12-Jan-23	13-Jan-23	14-Jan-23	15-Jan-23	16-Jan-23	17-Jan-23	18-Jan-23	19-Jan-23

16	16	16	16	16	16	16	16	16	16	16	17	17	17	17
34	34	34	35	35	35	35	35	35	35	36	36	36	36	36
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
236	237	238	239	240	241	242	243	244	245	246	247	248	249	250
22-Jan-23	23-Jan-23	24-Jan-23	25-Jan-23	26-Jan-23	27-Jan-23	28-Jan-23	29-Jan-23	30-Jan-23	31-Jan-23	01-Feb-23	02-Feb-23	03-Feb-23	04-Feb-23	05-Feb-23

16	16	16	16	16	16	16	16	16	16	16	17	17	17	17
34	34	34	35	35	35	35	35	35	35	36	36	36	36	36
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
236	237	238	239	240	241	242	243	244	245	246	247	248	249	250
20-Jan-23	21-Jan-23	22-Jan-23	23-Jan-23	24-Jan-23	25-Jan-23	26-Jan-23	27-Jan-23	28-Jan-23	29-Jan-23	30-Jan-23	31-Jan-23	01-Feb-23	02-Feb-23	03-Feb-23

17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
36	36	37	37	37	37	37	37	37	38	38	38	38	38	38	38
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266
06-Feb-23	07-Feb-23	08-Feb-23	09-Feb-23	10-Feb-23	11-Feb-23	12-Feb-23	13-Feb-23	14-Feb-23	15-Feb-23	16-Feb-23	17-Feb-23	18-Feb-23	19-Feb-23	20-Feb-23	21-Feb-23

17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
36	36	37	37	37	37	37	37	37	38	38	38	38	38	38	38
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266
04-Feb-23	05-Feb-23	06-Feb-23	07-Feb-23	08-Feb-23	09-Feb-23	10-Feb-23	11-Feb-23	12-Feb-23	13-Feb-23	14-Feb-23	15-Feb-23	16-Feb-23	17-Feb-23	18-Feb-23	19-Feb-23

17	17	17	17	17	17	17	17	17	17	18	18	18	18	18	18
39	39	39	39	39	39	39	40	40	40	40	40	40	40	41	41
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282
22-Feb-23	23-Feb-23	24-Feb-23	25-Feb-23	26-Feb-23	27-Feb-23	28-Feb-23	#########	#########	#########	#########	#########	#########	#########	#########	#########

17	17	17	17	17	17	17	17	17	17	18	18	18	18	18	18
39	39	39	39	39	39	39	40	40	40	40	40	40	40	41	41
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282
20-Feb-23	21-Feb-23	22-Feb-23	23-Feb-23	24-Feb-23	25-Feb-23	26-Feb-23	27-Feb-23	28-Feb-23	#########	#########	#########	#########	#########	#########	#########

18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
41	41	41	41	41	42	42	42	42	42	42	42	43	43	43	43	43
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299
##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########

18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
41	41	41	41	41	42	42	42	42	42	42	42	43	43	43	43	43
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299
##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########

18	18	18	18	18	18	18	19	19	19	19	19	19	19	19	19	19
43	43	44	44	44	44	44	44	44	45	45	45	45	45	45	45	45
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	
##########	##########	##########	##########	##########	01-Apr-23	02-Apr-23	03-Apr-23	04-Apr-23	05-Apr-23	06-Apr-23	07-Apr-23	08-Apr-23	09-Apr-23	10-Apr-23	11-Apr-23	

18	18	18	18	18	18	18	19	19	19	19	19	19	19	19	19	19
43	43	44	44	44	44	44	44	44	45	45	45	45	45	45	45	45
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	
##########	##########	##########	##########	##########	##########	##########	01-Apr-23	02-Apr-23	03-Apr-23	04-Apr-23	05-Apr-23	06-Apr-23	07-Apr-23	08-Apr-23	09-Apr-23	

19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
46	46	46	46	46	46	46	47	47	47	47	47	47	47	48	48	48
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332
12-Apr-23	13-Apr-23	14-Apr-23	15-Apr-23	16-Apr-23	17-Apr-23	18-Apr-23	19-Apr-23	20-Apr-23	21-Apr-23	22-Apr-23	23-Apr-23	24-Apr-23	25-Apr-23	26-Apr-23	27-Apr-23	28-Apr-23

19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
46	46	46	46	46	46	46	47	47	47	47	47	47	47	48	48	48
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332
10-Apr-23	11-Apr-23	12-Apr-23	13-Apr-23	14-Apr-23	15-Apr-23	16-Apr-23	17-Apr-23	18-Apr-23	19-Apr-23	20-Apr-23	21-Apr-23	22-Apr-23	23-Apr-23	24-Apr-23	25-Apr-23	26-Apr-23

20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
50	50	51	51	51	51	51	51	51	52	52	52	52	52	52
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
349	350	351	352	353	354	355	356	357	358	359	360	361	362	363
#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########

20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
50	50	51	51	51	51	51	51	51	52	52	52	52	52	52
WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
349	350	351	352	353	354	355	356	357	358	359	360	361	362	363
#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########

	20	20	20	20	20	20	20	20	20	20	20	20	20	20
	52	53	53	53	53	53	53	53	54	54	54	54	54	54
	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
	364	365	366	367	368	369	370	371	372	373	374	375	376	377
	#########	#########	01-Jun-23	02-Jun-23	03-Jun-23	04-Jun-23	05-Jun-23	06-Jun-23	07-Jun-23	08-Jun-23	09-Jun-23	10-Jun-23	11-Jun-23	12-Jun-23

	20	20	20	20	20	20	20	20	20	20	20	20	20	20
	52	53	53	53	53	53	53	53	54	54	54	54	54	54
	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM	WM
	364	365	366	367	368	369	370	371	372	373	374	375	376	377
	#########	#########	#########	#########	01-Jun-23	02-Jun-23	03-Jun-23	04-Jun-23	05-Jun-23	06-Jun-23	07-Jun-23	08-Jun-23	09-Jun-23	10-Jun-23

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

[DN: To be inserted before Contract award]

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and acting on insight derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) other Patient Safety Incidents

The Provider must investigate potential Serious Incidents, potential reportable Patient Safety Incidents and other potential Patient Safety Incidents, potential Serious Adverse Events, or serious near misses with the same level of priority as actual incidents and in accordance with the provisions of this Contract including without limitation Service Condition 33 and in compliance with the NHS Serious Incident Framework and the Patient Safety Incicdent Response Framework from its launch and the Never Events Policy Framework.

Whether a Serious Incident, reportable Patient Safety Incident or other Patient Safety Incident, or a Serious Adverse Event should be declared is a matter of professional judgement on a case by case basis. It should be a joint decision by the key stakeholders informed by protocol and advice from experts and the provisions of the NHS Serious Incident Framework and the Patient Safety Incicdent Response Framework from its launch and the Never Events Policy Framework.

In distinguishing between a safety concern, safety incident or a serious screening incident, consideration should be given to whether individuals, the public or Staff would suffer avoidable severe (i.e. permanent) harm or death if the problem is unresolved.

The Provider will:

- Report the Serious Incident, reportable Patient Safety Incident or other Patient Safety Incident, or Serious Adverse Event to the Commissioner without delay and in any event within two (2) Operational Days of being identified using the "Incident Example Reporting Form" document as set out in Annex 1 of this Schedule 6C;
- Use this form to inform the Commissioner of any Never Event and any breach of the duty of candour in accordance with the Contract;
- Act in accordance with all relevant provisions of this Contract including without limitation Service Condition 33 and ensure investigations are in compliance with the NHS Serious Incident Framework and the Never Events Policy Framework; and
- Provide all reasonable assistance to the Commissioner in investigating and handling an incident.

For the purpose of this Schedule 6C, a “Serious Adverse Event” means any event that:

- results in death;
- is life-threatening;
- requires hospitalisation or prolonged or existing hospitalisation;
- results in persistent or significant disability or incapacity;
- consists of a congenital anomaly or birth defect; or
- the Provider’s Medical Director deems to be of clinical significance,

that occurs during or after the use of a drug or other intervention, but is not necessarily caused by it.

Annex 1 - Incident Example Reporting Form

Incident Reporting Form - Template

(incorporates details required without delay and in any event within 2 Operational Days)

This template is to be used to report Serious Incidents, Notifiable Safety Incidents, other Patient Safety Incidents, Never Events, breaches of the Duty of Candour and Serious Adverse Events. **This template was developed by NHS England North Yorkshire and Humber Region and may be adapted for local application.**			
Reporting organisation			
Reporter Details			
Reporter name		**Reporter Job Title**	
Reporter Tel. no		**Reporter E-mail**	
Incident Details			
Date of incident?		**Date Incident Identified?**	
Incident Site? (if other than reporting org)	**Incident Location?**	Click to select Location	
Who Was Involved			
Type of Patient?			
GP Practice?			
Gender?		**Male / Female**	
Date of Birth? (dd/mm/yyyy or N/A)			
Ethnic Group?			
Persons Notified?		**Patient / Family / Carer**	
Degree of Harm		**None / Low / Moderate / Severe / Death**	
Junior Doctor Involvement?		**Include Specialty and Grade**	

What Happened				
Type of Incident	**Serious Incident / Notifiable Safety Incident / other Patient Safety Incident / Never Event / breach of the Duty of Candour / Serious Adverse Event**			
Actual/Near Miss?				
Never Event?	**YES**	**NO**	**Expected level of investigation**	
Description of Incident				
Immediate Action Taken				

Media Interest?	**YES**	**NO**	**Comms Informed?**	**YES**	**NO**
Externally reportable?	**Yes**	**No**	**Externally Reported to**	**Externally reported to?**	

Any Other Comments

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s41 of the Contract Technical Guidance, which requires commissioners and providers to agree SDIPs in the areas below.

	Milestones	Timescales	Expected Benefit

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
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
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance) - the Parties agree that the nationally used NHS staff surveys are not required to be carried out by the Provider as it is not required by the Staff Survey Guidance. Notwithstanding this, the Parties agree that the Commissioner will instruct the Provider of the matters to be covered in a Staff Survey, the frequency and method of reporting and/or publication from time to time during the Term and the Provider agrees to carry out the Staff Survey in accordance with those instructions	As required by the Commissioner	As required by the Commissioner	As instructed by the Commissioner

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Data Processing Services

[DN: The provisions of this Schedule 6F will be refined and/or confirmed prior to each Contract award, as appropriate.]

These are the Data Processing Services to be performed by the Provider, as referred to in the Provider Data Processing Agreement set out in Annex B to the Service Conditions.

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.

2. Any such further instructions will be deemed to be incorporated into this Schedule.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purposes of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

SCHEDULE 7 – PENSIONS

[DN: The provisions of this Schedule 7 will be refined and/or confirmed prior to each Contract award, as appropriate.]

Insert text locally (from 'NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance' http://www.england.nhs.uk/nhs-standard-contract/) or state Not Applicable

SCHEDULE 8 – JOINT SYSTEM PLAN OBLIGATIONS

Not Applicable

First published March 2022
Published in electronic format only

NHS Standard Contract 2022/23

Service Conditions (Full Length)

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send contracts to this email address)

Version number: 1

First published: March 2022

Publication Approval Number: PAR907

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

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

Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units)	U

PROVISION OF SERVICES	
SC1 Compliance with the Law and the NHS Constitution 1.1 The Provider must provide the Services in accordance with the Fundamental Standards of Care and the Service Specifications. The Provider must perform all of its obligations under this Contract in accordance with: 1.1.1 the terms of this Contract; and 1.1.2 the Law; and 1.1.3 Good Practice. The Provider must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.	**All**
1.2 The Commissioners must perform all of their obligations under this Contract in accordance with: 1.2.1 the terms of this Contract; and 1.2.2 the Law; and 1.2.3 Good Practice.	**All**
1.3 The Parties must abide by and promote awareness of the NHS Constitution, including the rights and pledges set out in it. The Provider must ensure that all Sub-Contractors and all Staff abide by the NHS Constitution.	**All**
1.4 The Parties must ensure that, in accordance with the Armed Forces Covenant, those in the armed forces, reservists, veterans and their families are not disadvantaged in accessing the Services.	**All**

SC2 Regulatory Requirements 2.1 The Provider must: 2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body; 2.1.2 respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body; 2.1.3 comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;	**All**

2.1.4 consider and respond to the recommendations arising from any audit, clinical outcome review programme, Serious Incident investigation report, Patient Safety Incident investigation report or other patient safety related review process; 2.1.5 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider; 2.1.6 comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time; 2.1.7 respond to any reports and recommendations made by Local Healthwatch; and 2.1.8 meet its obligations under Law in relation to the production and publication of Quality Accounts.	
2.2 The Parties must comply, where applicable, with their respective obligations under, and with recommendations contained in, MedTech Funding Mandate Guidance.	**All**
SC3 Service Standards 3.1 The Provider must: 3.1.1 not breach the thresholds in respect of the National Quality Requirements; and 3.1.2 not breach the thresholds in respect of the Local Quality Requirements.	**All**

3.2A	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.	**All**
3.2B	For the purposes of SC3.2A, 'an increase in Referrals' will include Activity due to an increased use of 999, 111 or any other emergency telephone numbers.	**AM, 111**
3.3	If the Provider does not comply with SC3.1 the Co-ordinating Commissioner may, in addition and without affecting any other rights that it or any Commissioner may have under this Contract:	**All**
	3.3.1 issue a Contract Performance Notice under GC9.4 (*Contract Management*) in relation to the breach or failure; and/or	**All**
	3.3.2 take action to remove any Service User affected from the Provider's care; and/or	**All except AM, 111**

	3.3.3 if it reasonably considers that there may be further non-compliance of that nature in relation to other Service Users, take action to remove those Service Users from the Provider's care.	**All except AM, 111**
3.4	The Provider must continually review and evaluate the Services, must act on insight derived from those reviews and evaluations, from feedback, complaints, audits, clinical outcome review programmes, Patient Safety Incidents, and from the involvement of Service Users, Staff, GPs and the public (including the outcomes of Surveys), and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result and how these improvements have been communicated to Service Users, their Carers, GPs and the public.	**All**
3.5	The Provider must implement policies and procedures for reviewing deaths of Service Users whilst under the Provider's care and for engaging with bereaved families and Carers.	**All**
3.6	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply with National Guidance on Learning from Deaths where applicable.	**All**

3.7	The Provider must: 3.7.1 if it is an NHS Trust or an NHS Foundation Trust (and except as otherwise agreed with the National Medical Examiner), establish and operate a Medical Examiner Office; and 3.7.2 comply with Medical Examiner Guidance as applicable.	**A** **All**
3.8	The Provider must co-operate fully with the Responsible Commissioner and the original Referrer in any re-referral of the Service User to another provider (including providing Service User Health Records, other information relating to the Service User's care and clinical opinions if reasonably requested). Any failure to do so will constitute a material breach of this Contract.	**All**
3.9	If a Service User is admitted for acute Elective Care services and the Provider cancels that Service User's operation after admission for non-clinical reasons, the terms of the NHS Constitution Handbook cancelled operations pledge will apply.	**A**
3.10	The Provider (whether or not it is required to be CQC registered for the purpose of the Services) must identify and give notice to the Co-ordinating Commissioner of the name, address and position in the Provider of the Nominated Individual.	**All**

3.11	The Provider (if it is an NHS Trust or an NHS Foundation Trust) must assess its performance using the Board Assurance Framework for Seven Day Hospital Services as required by Guidance and must share a copy of each assessment with the Co-ordinating Commissioner.	**A, A+E, CR**
3.12	Where the Provider provides vascular surgery Services, hyper-acute stroke Services, major trauma Services, STEMI heart attack Services or children's critical care Services, the Provider must ensure that those Services comply in full with Seven Day Service Hospital Priority Clinical Standards.	**A**

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

	3.17.2 arrange for the action plan to be approved in public by each of their Governing Bodies and to be shared with the relevant Local Medical Committees; and 3.17.3 in conjunction with the relevant Commissioners, implement the action plan diligently, keeping the relevant Local Medical Committees informed of progress with its implementation.	

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

4.4	The Provider must ensure that its provision of any service to any third party does not hinder or adversely affect its delivery of the Services or its performance of this Contract.	**All**

4.5	The Provider and each Commissioner must co-operate with each other and with any third party provider to ensure that, wherever possible, an individual requiring admission to acute inpatient mental health services can be admitted to an acute bed close to their usual place of residence.	**MH**
4.6	In performing their respective obligations under this Contract the Parties must have regard to, and support each other to observe and promote, the NHS's stated strategic objectives of improving outcomes in population health and healthcare, tackling inequalities in outcomes, experience and access, enhancing productivity and value for money, and supporting broader social and economic development, through active participation in, and through constructive mutual support and challenge to and from members and/or partners of, the local Integrated Care System, Integrated Care Partnership and/or Integrated Care Board (as appropriate from time to time).	**All**
4.7	The Parties must at all times use all reasonable endeavours to contribute towards the implementation of and have regard to any Joint System Plan to which the Provider, other providers and one or more Commissioners are party and must perform any specific obligations on their respective parts agreed as part of or pursuant to that Joint System Plan from time to time, including those set out in Schedule 8 (*Joint System Plan Obligations*).	**All**
4.8	Where the Provider provides community-based Services, it must use all reasonable endeavours to agree, with local Primary Care Networks, and implement ongoing arrangements through which delivery of those Services and the delivery of complementary services to the relevant Service Users by members of those Primary Care Networks will be effectively integrated.	**CS, MH**
4.9	The Provider must, in co-operation with each Primary Care Network and with each other provider of health or social care services listed in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes*), perform any obligations on its part set out or referred to in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes)* and/or Schedule 2G (*Other Local Agreements, Policies and Procedures).*	**A, CS, MH**
4.10	The Provider must, in co-operation with each Primary Care Network listed in Schedule 2Aii (*Service Specifications – Primary and Community Mental Health Services),* perform any obligations on its part set out or referred to in Schedule 2Aii (*Service Specifications – Primary Mental Health Services)* and/or Schedule 2G (*Other Local Agreements, Policies and Procedures*).	**MH**

SC5	**Commissioner Requested Services/Essential Services**	

5.1	The Provider must comply with its obligations under the Provider Licence in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.	**All**
5.2	The Provider (if it is an NHS Trust) must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, any Essential Services.	**All**
5.3	The Provider (if it is an NHS Trust) must have and at all times maintain an up-todate Essential Services Continuity Plan in respect of any Essential Services. The Provider must provide a copy of any updated Essential Services Continuity Plan to the Co-ordinating Commissioner within 5 Operational Days following any update.	**All**
5.4	The Provider (if it is an NHS Trust) must, in consultation with the Co-ordinating Commissioner, implement any applicable Essential Services Continuity Plan as required: 5.4.1 if there is any interruption to the Provider's ability to provide the Essential Services; 5.4.2 if there is any partial or entire suspension of the Essential Services; or 5.4.3 on expiry or early termination of this Contract or of any Service for any reason (and this obligation will apply both before and after expiry or termination).	**All**
SC6 Choice and Referral		
6.1	The Parties must comply with their respective obligations under NHS e-Referral Guidance and Guidance issued by the Department of Health and Social Care and NHS England regarding patients' rights to choice of provider and/or Consultant or Healthcare Professional, including the NHS Choice Framework.	**All except AM, ELC, MHSS, PT**

6.2	The Provider must describe and publish all acute GP Referred Services in the NHS e-Referral Service through a Directory of Service, offering choice of any clinically appropriate team led by a named Consultant or Healthcare Professional as applicable. In relation to all such GP Referred Services: 6.2.1 the Provider must ensure that all such Services are able to receive Referrals through the NHS e-Referral Service; 6.2.2 the Provider must, in respect of Services which are Directly Bookable: 6.2.2.1 use all reasonable endeavours to make sufficient appointment slots available within the NHS e-Referral Service to enable any Service User to book an appointment for a GP Referred Service within a reasonable period via the NHS e-Referral Service; and	**A**

6.2.2.2 ensure that it has arrangements in place to accept Referrals via the NHS e-Referral Service where the Service User or Referrer has not been able to book a suitable appointment, ensuring that it has safe systems in place for offering appointments promptly where this occurs; 6.2.3 the Provider must offer clinical advice and guidance to GPs and other primary care Referrers: 6.2.3.1 on potential Referrals, through the NHS e-Referral Service; and/or 6.2.3.2 on potential Referrals and on the care of Service Users generally, as otherwise set out in the Service Specifications, whether this leads to a Referral being made or not. The price payable by each Commissioner for such advice and guidance will be either: 6.2.3.2.1 deemed to be included in the Fixed Payment set out in Schedule 3D (*Aligned Payment and Incentive Rules*), or 6.2.3.2.2 the Local Price as set out in Schedule 3A (*Local Prices*), as appropriate; 6.2.4 the Commissioners must use all reasonable endeavours to ensure that in respect of all Referrals by GPs and other primary care Referrers the Provider is given accurate Service User contact details and all pertinent information required by relevant local Referral protocols in accordance with the PRSB Clinical Referral Information Standard;	

	6.2.5 the Commissioners must use all reasonable endeavours to ensure that all Referrals by GPs are made through the NHS e-Referral Service; and 6.2.6 each Commissioner must take the necessary action, as described in NHS e-Referral Guidance, to ensure that all GP Referred Services are available to their local Referrers within the NHS e-Referral Service.	
6.3	Subject to the provisions of NHS e-Referral Guidance: 6.3.1 the Provider need not accept (and will not be paid for any first outpatient attendance resulting from) Referrals by GPs to Consultant-led acute outpatient Services made other than through the NHS e-Referral Service; 6.3.2 the Provider must implement a process through which the nonacceptance of a Referral under this SC6.3 will, in every case, be communicated without delay to the Service User's GP, so that the GP can take appropriate action; and 6.3.3 each Commissioner must ensure that GPs within its area are made aware of this process.	**A**

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

6.8	**Acceptance and Rejection of Referrals** Subject to SC6.3 and to SC7 (*Withholding and/or Discontinuation of Service*), the Provider must:	**All except CHC**

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

6.11	Where no Care and Treatment Review has been undertaken prior to admission, a Care and Treatment Review must be completed within 28 days of admission where the Service User is an adult and within 14 days of admission where the Service User is aged under 18. Where, due wholly or partly to any act or omission on the part of the Provider, such a Care and Treatment Review is not completed within the applicable timescale, the relevant Commissioner may withhold and retain the sum of £5,000 plus £300 for each additional day until the Care and Treatment Review is completed.	**MH, MHSS**
6.12	Once a Service User has been admitted, a further Care and Treatment Review must be completed at least every 12 months for adult Service Users in secure settings, at least every six months for adult Service Users in non-secure settings, and at least every three months where the Service User is aged under 18. Where, due wholly or partly to any act or omission on the part of the Provider, such a Care and Treatment Review is not completed within the applicable timescale, the relevant Commissioner may withhold and retain the sum of £300 for each additional day until the Care and Treatment Review is completed.	**MH, MHSS**

6.13	The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except: 6.13.1 where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework, and then only if: 6.13.1.1 the service provided to that individual is a Service as described in this Contract; and 6.13.1.2 where this Contract otherwise identifies a site or sites at which or a geographical area within which the Service is to be delivered, the service provided to that individual is delivered from such a site or within that geographical area, as appropriate; or 6.13.2 where necessary for that individual to receive emergency treatment.	**All**
	Urgent and Emergency Care Directory of Services	

6.14	If a Commissioner requires that any Services are to be listed in the UEC DoS: 6.14.1 the Provider must nominate a UEC DoS Contact and must ensure that the Co-ordinating Commissioner and each Commissioner's UEC DoS Lead is kept informed at all times of the person holding that position; 6.14.2 that Commissioner must nominate a UEC DoS Lead and must ensure that the Provider is kept informed at all times of the person holding that position; and 6.14.3 the Provider must ensure that its UEC DoS Contact: 6.14.3.1 continually validates UEC DoS entries in relation to the Services to ensure that they are complete, accurate and up to date at all times; and 6.14.3.2 notifies each Commissioner's UEC DoS Lead immediately on becoming aware of any amendment or addition which is required to be made to any UEC DoS entry in relation to the Services.	**All**
6.15	Where it provides Urgent Treatment Centre Services, the Provider must, when updating, developing or procuring any relevant information technology system or software, ensure that that system or software enables direct electronic booking of appointments for Service Users, in those Services, by providers of 111 and IUC Clinical Assessment Services, in accordance with the NHS Digital UEC Booking Standards.	**U**

SC7	**Withholding and/or Discontinuation of Service**	
7.1	Nothing in this SC7 allows the Provider to refuse to provide or to stop providing a Service if that would be contrary to the Law.	**All**

7.2	The Provider will not be required to provide or to continue to provide a Service to a Service User:	
	7.2.1 who in the Provider's reasonable professional opinion is unsuitable to receive the relevant Service, for as long as they remain unsuitable;	**All**
	7.2.2 in respect of whom no valid consent (where required) has been given in accordance with the Service User consent policy;	**All except 111**
	7.2.3 who displays abusive, violent or threatening behaviour unacceptable to the Provider, or behaviour which the Provider determines constitutes discrimination or harassment towards any Staff or other Service User (within the meaning of the Equality Act 2010) (the Provider in each case acting reasonably and taking into account that Service User's mental health and clinical presentation and any other health conditions which may influence their behaviour);	**All**
	7.2.4 in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or	**All except 111**
	7.2.5 where expressly instructed not to do so by an emergency service provider who has authority to give that instruction, for as long as that instruction applies.	**All**
7.3	If the Provider proposes not to provide or to stop providing a Service to any Service User under SC7.2:	**All**
	7.3.1 where reasonably possible, the Provider must explain to the Service User, Carer or Legal Guardian (as appropriate), taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Operational Days);	
	7.3.2 the Provider must tell the Service User, Carer or Legal Guardian (as appropriate) that they have the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so;	
	7.3.3 wherever possible, the Provider must inform the relevant Referrer (and if the Service User's GP is not the relevant Referrer, subject to obtaining consent in accordance with Law and Guidance, the Service User's GP) in writing without delay before taking the relevant action; and	

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

7.4D	In relation to 111 Services: 7.4D1 If the Provider, the Responsible Commissioner, the Referrer and the Service User's GP cannot agree on the continued provision of the relevant Service to a Service User, the Provider must notify the Responsible Commissioner and the Service User's GP that it will not provide or will stop providing the Service to that Service User. 7.4D2 The Responsible Commissioner must then liaise with the Service User's GP to procure alternative services for that Service User.	**111**
7.5	If the Provider stops providing a Service to a Service User under SC7.2, and the Provider has complied with SC7.3, the Responsible Commissioner must pay the Provider in accordance with SC36 (*Payment Terms*) for the Service provided to that Service User before the discontinuance.	**All**
SC8 Unmet Needs, Making Every Contact Count and Self Care		
8.1	If the Provider believes that a Service User or a group of Service Users may have an unmet health or social care need, it must notify the Responsible Commissioner accordingly. The Responsible Commissioner will be responsible for making an assessment to determine any steps required to be taken to meet those needs.	**All**
8.2	If the Provider considers that a Service User has an immediate need for treatment or care which is within the scope of the Services it must notify the Service User, Carer or Legal Guardian (as appropriate) of that need without delay and must provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the Service User. The Provider must notify the Service User's GP as soon as reasonably practicable of the treatment or care provided.	**All except 111**
8.3	If the Provider considers that a Service User has an immediate need for care which is outside the scope of the Services, it must notify the Service User, Carer or Legal Guardian (as appropriate) and the Service User's GP of that need without delay and must co-operate with the Referrer to secure the provision to the Service User of the required treatment or care, acting at all times in the best interests of the Service User. In fulfilling its obligations under this SC8.3, the Provider must ensure that it takes account of all available information relating to the relevant locally-available services (including information held in the UEC DoS).	**All**

8.4	If the Provider considers that a Service User has a non-immediate need for treatment or care which is within the scope of the Services and which is directly related to the condition or complaint which was the subject of the Service User's original Referral or presentation, it must notify the Service User, Carer or Legal Guardian (as appropriate) of that need without delay and must (unless referral back to the Service User's GP is required in order for the Provider to comply with its obligations under SC29.4.1) provide the required treatment or care in accordance with this Contract, acting at all times in the best interest of the Service User. The Provider must notify the Service User's GP as soon as reasonably practicable of the treatment or care provided.	**All except 111**
8.5	Except as permitted under an applicable Prior Approval Scheme, the Provider must not carry out, nor refer to another provider to carry out, any non-immediate or routine treatment or care that is not directly related to the condition or complaint which was the subject of the Service User's original Referral or presentation without the agreement of the Service User's GP.	**All except 111**

8.6	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	**All**
8.7	In accordance with the Alcohol and Tobacco Brief Interventions Guidance, the Provider must screen inpatient Service Users for alcohol and tobacco use and, where appropriate:	
	8.7.1 offer brief advice or interventions to Service Users; and/or	**A, MH, MHSS**
	8.7.2 refer the Service User to available alcohol advisory and/or smoking cessation services provided by the relevant Local Authority; and/or	**A, MH, MHSS**
	8.7.3 if the Provider is an NHS Trust or an NHS Foundation Trust, refer the Service User to an appropriate NHS Smoking Cessation Advance Service.	**A**
8.8	Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care.	**All**

8.9 The Provider must have regard to the Standards for Inpatient Mental Health Services and must monitor the cardiovascular and metabolic health of Service Users with severe mental illness and Service Users with a learning disability, autism or both who are receiving anti-psychotic medication, in accordance with: 8.9.1 NICE clinical guidance CG178 (*Psychosis and schizophrenia in adults: prevention and management*); and 8.9.2 the Lester Tool, and if a need for further treatment or care is indicated, take appropriate action in accordance with this SC8.	**MH, MHSS**
SC9 Consent 9.1 The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.	**All**
SC10 Personalised Care 10.1 In the performance of their respective obligations under this Contract the Parties must (where and as applicable to the Services):	**All**
10.1.1 give due regard to Guidance on Personalised Care; and 10.1.2 use all reasonable endeavours to implement any Development Plan for Personalised Care.	
10.2 The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner.	**All**
10.3 Where required by Guidance, the Provider must, in association with other relevant providers of health and social care, 10.3.1 develop and agree a Personalised Care and Support Plan with the Service User and/or their Carer or Legal Guardian; and 10.3.2 ensure that the Service User and/or their Carer or Legal Guardian (as appropriate) can access that Personalised Care and Support Plan in a format and through a medium appropriate to their needs.	**All except A+E, AM, D, 111, PT, U**

10.4 The Provider must prepare, evaluate, review and audit each Personalised Care and Support Plan on an on-going basis. Any review must involve the Service User and/or their Carer or Legal Guardian (as appropriate).	**All except A+E, AM, D, 111, PT, U**
10.5 The Provider must use all reasonable endeavours to ensure that, when arranging an outpatient or community appointment in relation to any Service (subject to the requirements of the Service Specification and where clinically appropriate), it offers the Service User the option of a telephone or video appointment.	**A, CS, MH**
10.6 Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.	**A, CS, MH**
SC11 Transfer of and Discharge from Care; Communication with GPs 11.1 The Provider must comply with: 11.1.1 the Transfer of and Discharge from Care Protocols; 11.1.2 the 1983 Act; 11.1.3 the 1983 Act Code (including following all procedures specified by or established as a consequence of the 1983 Act Code); 11.1.4 Care and Treatment Review Guidance insofar as it relates to transfer of and discharge from care;	 **All** **MH, MHSS** **MH, MHSS** **MH, MHSS**

11.1.5 the 2014 Act and the Care and Support (Discharge of Hospital Patients) Regulations 2014; and 11.1.6 Transfer and Discharge Guidance and Standards.	**All** **All**
11.2 The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	**All**

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

11.7	Where, in the course of delivering an outpatient Service to a Service User, the Provider becomes aware of any matter or requirement pertinent to that Service User's ongoing care and treatment which would necessitate the Service User's GP taking prompt action, the Provider must communicate this by issue of a Clinic Letter to the Service User's GP. The Provider must send the Clinic Letter as soon as reasonably practicable and in any event within 7 days following the Service User's outpatient attendance. The Provider must issue such Clinic Letters using the applicable Delivery Method.	**A, CR, MH**
11.8	The Commissioners must use all reasonable endeavours to assist the Provider to access the necessary national information technology systems to support electronic submission of Discharge Summaries and Clinic Letters and to ensure that GPs are in a position to receive Discharge Summaries and Clinic Letters via the Delivery Method applicable to communication with GPs.	**All except AM, PT**
11.9	Where a Service User has a clinical need for medication to be supplied on discharge from inpatient or day case care, the Provider must ensure that the Service User will have on discharge an adequate quantity of that medication to last: 11.9.1 for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least 7 days); or 11.9.2 (if shorter) for a period which is clinically appropriate. The Provider must supply that quantity of medication to the Service User itself, except to the extent that the Service User already has an adequate quantity and/or will receive an adequate supply via an existing repeat prescription from the Service User's GP or other primary care provider.	**A, CR, MH**
11.10	Where a Service User has an immediate clinical need for medication to be supplied following outpatient clinic attendance, the Provider must itself supply to the Service User an adequate quantity of that medication to last for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least sufficient to meet the Service User's immediate clinical needs until the Service User's GP receives the relevant Clinic Letter and can prescribe accordingly).	**A, CR, MH**
11.11	The Parties must at all times have regard to NHS Guidance on Prescribing Responsibilities, including, in the case of the Provider, in fulfilling its obligations under SC11.4, 11.9 and/or 11.10 (as appropriate). When supplying medication to a Service User under SC11.9 or SC11.10 and/or when recommending to a Service User's GP any item to be prescribed for that Service User by that GP following discharge from inpatient care or clinic attendance, the Provider must have regard to Guidance on Prescribing in Primary Care.	**A, CR, MH**

11.12 Where a Service User either: 11.12.1 is admitted to hospital under the care of a member of the Provider's medical Staff; or 11.12.2 is discharged from such care; or 11.12.3 attends an outpatient clinic or accident and emergency service under the care of a member of the Provider's medical Staff, the Provider must, where appropriate under and in accordance with Fit Note Guidance, issue free of charge to the Service User or their Carer or Legal Guardian any necessary medical certificate to prove the Service User's fitness or otherwise to work, covering the period until the date by which it is anticipated that the Service User will have recovered or by which it will be appropriate for a further clinical review to be carried out.	**A, A+E, CR, MH**
11.13 The Provider must use all reasonable endeavours to refer Service Users, on discharge from inpatient care and where clinically appropriate, into the NHS Discharge Medicines Service, in accordance with the NHS Discharge Medicine Service Toolkit as applicable to the Provider.	**A, MH, MHSS**
11.14 The Parties must comply with their respective obligations under the National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care and must co-operate with each other, with the relevant Local Authority and with other providers of health and social care as appropriate, to minimise the number of NHS Continuing Healthcare assessments which take place in an acute hospital setting.	**A, CHC, CS, ELC, MH, MHSS**

SC12 Communicating with and Involving Service Users, Public and Staff		
12.1	The Provider must:	**All**
	12.1.1 arrange and carry out all necessary steps in a Service User's care and treatment promptly and in a manner consistent with the relevant Service Specifications and Quality Requirements until such point as the Service User can appropriately be discharged in accordance with the Transfer of and Discharge from Care Protocols;	
	12.1.2 ensure that Staff work effectively and efficiently together, across professional and Service boundaries, to manage their interactions with Service Users so as to ensure that they experience co-ordinated, high quality care without unnecessary duplication of process;	
	12.1.3 notify the Service User (and, where appropriate, their Carer and/or Legal Guardian) of the results of all investigations and treatments promptly and in a readily understandable, functional, clinically appropriate and cost effective manner; and	
	12.1.4 communicate in a readily understandable, functional and timely manner with the Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP and other providers about all relevant aspects of the Service User's care and treatment.	

12.2	The Provider must:	**All**
	12.2.1 provide Service Users (in relation to their own care) and Referrers (in relation to the care of an individual Service User) with clear information in respect of each Service about who to contact if they have questions about their care and how to do so;	
	12.2.2 ensure that there are efficient arrangements in place in respect of each Service for responding promptly and effectively to such questions and that these are publicised to Service Users and Referrers using all appropriate means, including appointment and admission letters and on the Provider's website; and	
	12.2.3 wherever possible, deal with such questions from Service Users itself, and not by advising the Service User to speak to their Referrer.	
12.3	The Provider must comply with the Accessible Information Standard.	**All**

12.4	The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open, clear and accessible manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable. In communicating with a Service User (and, where appropriate, their Carer and/or Legal Guardian), the Provider must have regard to their health literacy in order to support them to make informed decisions about the Service User's health, care and wellbeing.	**All**
12.5	The Provider must involve Service Users (and, where required by Law or otherwise appropriate, their Carers and Legal Guardians), Staff, Service Users' GPs and the public when considering and implementing developments to and redesign of Services. As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence of that involvement and of how the views of those involved have been taken account of in the relevant developments to and redesign of Services.	**All**
12.6	The Provider must: 12.6.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.6.2 (if it is an NHS Trust or an NHS Foundation Trust) carry out the National Quarterly Pulse Survey as required in accordance with National Quarterly Pulse Survey Guidance; 12.6.3 carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys; 12.6.4 carry out all other Surveys; and	**All**

	12.6.5 co-operate with any surveys that the Commissioners (acting reasonably) carry out. The form, frequency and reporting of the Surveys will be as set out in Schedule 6E (*Surveys*) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing and/or required by Law or Guidance from time to time.	
12.7	The Provider must review and provide a written report to the Co-ordinating Commissioner on the results of each Survey. The report must identify any actions reasonably required to be taken by the Provider in response to the Survey. The Provider must implement those actions as soon as practicable. The Provider must publish the outcomes of and actions taken in relation to all Surveys.	**All**

SC13 Equity of Access, Equality and Non-Discrimination 13.1 The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law.	**All**
13.2 The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments). The Provider must carry out an annual audit of its compliance with this obligation and must demonstrate at Review Meetings the extent to which Service improvements have been made as a result.	**All**
13.3 In performing its obligations under this Contract the Provider must comply with the obligations contained in section 149 of the Equality Act 2010, the Equality Act 2010 (Specific Duties) Regulations and section 6 of the HRA. If the Provider is not a public authority for the purposes of those sections and regulations it must comply with them as if it were.	**All**
13.4 In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan setting out how it will comply with its obligations under SC13.3. If the Provider has already produced such a plan in order to comply with the Law, the Provider may submit that plan to the Co-ordinating Commissioner in order to comply with this SC13.4.	**All**
13.5 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must implement EDS.	**All**
13.6 The Provider must implement and comply with the National Workforce Race Equality Standard and submit an annual report to the Co-ordinating Commissioner on its compliance.	**All**

13.7 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must ensure that it has in place effective procedures intended to prevent unlawful discrimination in the recruitment and promotion of Staff and must publish: 13.7.1 a five-year action plan, showing how it will ensure that the black, Asian and minority ethnic representation a) among its Staff at Agenda for Change Band 8a and above and b) on its Governing Body will, by the end of that period, reflect the black, Asian and minority ethnic representation in its workforce, or in its local community, whichever is the higher; and 13.7.2 regular reports on its progress in implementing that action plan and in achieving its bespoke targets for black, Asian and minority ethnic representation amongst its Staff, as described in the NHS Model Employer Strategy.	**All**
13.8 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must implement and comply with the National Workforce Disability Equality Standard and submit an annual report to the Co-ordinating Commissioner on its compliance.	**All**
13.9 In performing its obligations under this Contract, the Provider must use all reasonable endeavours to: 13.9.1 support the Commissioners in carrying out their duties under the 2012 Act in respect of the reduction of inequalities in access to health services and in the outcomes achieved from the delivery of health services; and 13.9.2 implement any Health Inequalities Action Plan.	**All**
13.10 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must nominate a Health Inequalities Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position.	**All**
SC14 Pastoral, Spiritual and Cultural Care 14.1 The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users.	**All**
14.2 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must have regard to NHS Chaplaincy Guidelines.	**All**

SC15 Urgent Access to Mental Health Care 15.1 The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code and the Royal College of Psychiatrists Standards.	**A, A+E, MH, MHSS, U**

15.2 The Parties must co-operate to ensure that individuals under the age of 18 with potential mental health conditions are referred for, and receive, age-appropriate assessment, care and treatment in accordance with the 1983 Act.	**A, A+E, MH, MHSS, U**
15.3 The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requires urgent mental health assessment, care or treatment, that individual is not: 15.3.1 held in police custody in a cell or station; or 15.3.2 admitted to an adult inpatient service (unless this is clinically appropriate in line with the requirements of the 1983 Act); or 15.3.3 admitted to an acute paediatric ward (unless this is required in accordance with NICE guideline CG16 (*Self-harm in over 8s*) or if the individual has an associated physical health or safeguarding need).	**A, A+E, MH, MHSS, U**
15.4 The Parties must use all reasonable endeavours to ensure that, where an individual under the age of 18 requiring urgent mental health assessment, care or treatment attends or is taken to an accident and emergency department: 15.4.1 a full biopsychosocial assessment is undertaken and an appropriate care plan is put in place; and 15.4.2 the individual is not held within the accident and emergency department beyond the point where the actions in SC15.4.1 have been completed.	**A, A+E, MH, MHSS, U**
SC16 Complaints 16.1 The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.	**All**

16.2 The Provider must: 16.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and 16.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.	**All**

SC17 Services Environment and Equipment 17.1 The Provider must: 17.1.1 ensure that the Services Environment and the Equipment comply with the Fundamental Standards of Care and 17.1.2 comply with National Standards of Healthcare Cleanliness.	**All** **All except AM and PT**
17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	**All**
17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.	**All**
17.4 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply with the requirements of Health Building Note 00-08 in relation to advertising of legal services.	**All**

17.5 Without prejudice to SC17.4, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must not enter into, extend or renew any contractual arrangement under which a Legal Services Provider is permitted to provide, promote, arrange or advertise any legal service to Service Users, their relatives, Carers or Legal Guardians, whether: 17.5.1 at the Provider's Premises; or 17.5.2 on the Provider's website; or 17.5.3 through written material sent by the Provider to Service Users, their relatives, Carers or Legal Guardians, if and to the extent that that legal service would or might relate to or lead to the pursuit of a claim against the Provider, any other provider or any commissioner of NHS services.	**All**
17.6 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use all reasonable endeavours to ensure that no Legal Services Provider makes any unsolicited approach to any Service User or their relatives, Carer or Legal Guardian while at the Provider's Premises.	**All**

17.7 The Provider must ensure that supplies of appropriate sanitary products are available and are, on request, provided promptly to inpatient Service Users free of charge.	**A, MH, MHSS**
17.8 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use reasonable endeavours to ensure that the Provider's Premises are Smoke-free at all times.	**All**
17.9 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must complete the NHS Premises Assurance Model and submit a report to its Governing Body in accordance with the requirements and timescales set out in the NHS Premises Assurance Model, and make a copy available to the Co-ordinating Commissioner on request.	**All**
17.10 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must comply, where applicable, with NHS Car Parking Guidance, and in particular must ensure that any car parking facilities at the Provider's Premises for Service Users, visitors and Staff are available free of charge to those groups and at those times identified in, and otherwise in accordance with, that guidance.	**All**

SC18 Green NHS and Sustainability 18.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment and to deliver the commitments set out in Delivering a 'Net Zero' National Health Service.	**All**
18.2 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must maintain and deliver a Green Plan, approved by its Governing Body, in accordance with Green Plan Guidance and must: 18.2.1 provide an annual summary of progress on delivery of that plan to the Coordinating Commissioner; 18.2.2 nominate a Net Zero Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position; and 18.2.3 publish in its annual report quantitative progress data, covering as a minimum greenhouse gas emission in tonnes, emissions reduction projections and an overview of the Provider's strategy to deliver those reductions.	**All**
18.3 The Provider must have in place clear, detailed plans as to how it will contribute towards a 'Green NHS' with regard to Delivering a 'Net Zero' National Health Service commitments in relation to: 18.3.1 air pollution, and specifically how it will:	**All**

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

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

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

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

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

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

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

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

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

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

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

18.3.3.2 to reduce avoidable use of single use plastic products;

18.3.3.3 so far as clinically appropriate, to cease use at the Provider's Premises of single-use plastic cutlery, plates or single-use cups made of expanded polystyrene or oxo-degradable plastics;

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

18.3.3.5 to make provision with a view to maximising the rate of return of walking aids for re-use or recycling, and must implement those plans diligently.	
18.4 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must ensure that all electricity it purchases is from Renewable Sources.	**All**
18.5 The Provider must, in performing its obligations under this Contract: 18.5.1 give due regard to the potential to secure wider social, economic and environmental benefits for the local community and population in its purchase and specification of products and services, and must discuss and seek to agree with the Co-ordinating Commissioner, and review on an annual basis, which impacts it will prioritise for action and 18.5.2 (if it is an NHS Trust or an NHS Foundation Trust) adhere to the requirements set out in Taking Account of Social Value as if it were an In-Scope Organisation as defined in that publication.	**All**
SC19 Food Standards and Sugar-Sweetened Beverages **Food Standards** 19.1 The Provider must comply with NHS Food Standards and must develop and implement a food and drink strategy, setting out how it will ensure that, from retail outlets, vending machines, or catering provision and facilities as appropriate, Service Users, Staff and visitors are offered ready access 24 hours a day to healthy eating and drinking options and that products provided and/or offered for sale meet the requirements set out in NHS Food Standards, including in respect of labelling and portion size.	**All**
19.2 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must, when procuring and/or negotiating contractual arrangements through which any potential or existing tenant, sub-tenant, licensee, contractor, concessionaire or agent will be required or permitted to sell food and drink from the Provider's Premises (and having taken appropriate public health advice), include in those contractual arrangements terms which require the relevant party to provide and promote healthy eating and drinking options (including outside normal working hours where relevant) and to adopt the full range of mandatory requirements in Government Buying Standards.	**All**

Sales of Sugar-Sweetened Beverages 19.3 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must: 19.3.1 where it itself offers for sale any Sugar-Sweetened Beverage at the Provider's Premises, ensure that sales of Sugar-Sweetened Beverages account for no more than 10% by volume in litres of all beverages which it sells in any Contract Year; and	**All**

19.3.2 use all reasonable endeavours to ensure that, where any of its tenants, sub-tenants, licensees, contractors, concessionaires or agents offers for sale any Sugar-Sweetened Beverage at the Provider's Premises, sales of Sugar-Sweetened Beverages account for no more than 10% by volume in litres of all beverages sold by that tenant, sub-tenant, licensee, contractor, concessionaire or agent in any Contract Year.	
RECORDS AND REPORTING	
SC20 Service Development and Improvement Plan 20.1 The Co-ordinating Commissioner and the Provider must agree an SDIP where required by and in accordance with Guidance.	**All**
20.2 The Co-ordinating Commissioner and the Provider may at any time agree an SDIP.	**All**
20.3 Any SDIP must be appended to this Contract at Schedule 6D (*Service Development and Improvement Plans*). The Commissioners and Provider must comply with their respective obligations under any SDIP. The Provider must report performance against any SDIP in accordance with Schedule 6A (*Reporting Requirements*).	**All**

SC21 Infection Prevention and Control and Staff Vaccination	
21.1 The Provider must:	
21.1.1 comply with the Code of Practice on the Prevention and Control of Infections and put in place and implement an infection prevention programme in accordance with it;	**All except 111**
21.1.2 nominate an Infection Prevention Lead and ensure that the Co-ordinating Commissioner is kept informed at all times of the person holding this position;	**All except 111**
21.1.3 have regard to NICE guideline NG15 (*Antimicrobial stewardship: systems and processes for effective antimicrobial medicine use*); and	**All except 111**
21.1.4 have regard to the Antimicrobial Stewardship Toolkit for English Hospitals.	**A**
21.2 The Provider must ensure that all laboratory services (whether provided directly or under a Sub-Contract) comply with the UK Standards for Microbiology Investigations.	**All except 111**

21.3 The Provider (if it is an NHS Trust or an NHS Foundation Trust) must use all reasonable endeavours, consistent with good practice, to reduce its BroadSpectrum Antibiotic Usage (measured in each case against the Broad-Spectrum Antibiotic Usage 2018 Baseline): 21.3.1 by 4.5% by 31 March 2023; and 21.3.2 by 6.5% by 31 March 2024; and must provide an annual report to the Co-ordinating Commissioner on its performance.	**A**
21.4 The Provider must use all reasonable endeavours to ensure that all frontline Staff in contact with Service Users are vaccinated against influenza and coronavirus.	**All**
SC22 Assessment and Treatment for Acute Illness	
22.1 The Provider must implement the methodology described in NEWS 2 Guidance for assessment of acute illness severity for adult Service Users, ensuring that each adult Service User is monitored at the intervals set out in that guidance and that in respect of each adult Service User an appropriate clinical response to their NEW Score, as defined in that guidance, is always effected.	**A, AM**

22.2 The Provider must comply with Sepsis Implementation Guidance.	**A**
SC23 Service User Health Records 23.1 The Provider must accept transfer of, create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store, retain and destroy those records in accordance with Data Guidance, Records Management Code of Practice for Health and Social Care and in any event in accordance with Data Protection Legislation.	**All**
23.2 The Provider must: 23.2.1 if and as so reasonably requested by a Commissioner, whether during or after the Contract Term, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible; and 23.2.2 notwithstanding SC23.1, if and as so reasonably requested by a Commissioner at any time following the expiry or termination of this Contract, promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner, or to the Commissioner itself, the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	**All**

23.3 The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.	**All except 111, PT**

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

Internet First and Code of Conduct 23.9 When updating, developing or procuring any information technology system or software, the Provider must have regard to the NHS Internet First Policy and the Code of Conduct for Data-Driven Health and Care Technology.	**All**
Urgent Care Data Sharing Agreement 23.10 The Provider must enter into an Urgent Care Data Sharing Agreement with the Commissioners and such other providers of urgent and emergency care services as the Co-ordinating Commissioner may specify, consistent with the requirements of GC21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*) and otherwise on such terms as the Co-ordinating Commissioner may reasonably require.	**A, A+E, AM, 111, U**
Health and Social Care Network 23.11 The Provider must, where applicable, have appropriate access to the Health and Social Care Network and have terminated any remaining N3 services.	**All**
SC24 NHS Counter-Fraud Requirements 24.1 The Provider must put in place and maintain appropriate measures to prevent, detect and investigate fraud, bribery and corruption, having regard to NHSCFA Requirements.	**All**
24.2 If the Provider: 24.2.1 is an NHS Trust; or 24.2.2 holds a Provider Licence (unless required to do so solely because it provides Commissioner Requested Services as designated by the Commissioners or any other commissioner) it must take the necessary action to meet NHSCFA Requirements, including in respect of reporting via the NHS fraud case management system.	**All**
24.3 If requested by the Co-ordinating Commissioner, or NHSCFA or any Regulatory or Supervisory Body, the Provider must allow a person duly authorised to act on behalf of NHSCFA, on behalf of any Regulatory or Supervisory Body or on behalf of any Commissioner to review, in line with the NHSCFA Requirements, the counter-fraud measures put in place by the Provider.	**All**

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

SC26 Clinical Networks, National Audit Programmes and Approved Research Studies 26.1 The Provider must: 26.1.1 participate in the Clinical Networks, programmes and studies listed in Schedule 2F (*Clinical Networks*);	**All except PT**

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

26.6 The Parties must comply with NHS Treatment Costs Guidance, as applicable.	**All**
SC27 Formulary 27.1 Where any Service involves or may involve the prescribing of drugs, the Provider must: 27.1.1 ensure that its current Formulary is published and readily available on the Provider's website;	**A, CR, MH, MHSS, R**

27.1.2 ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and 27.1.3 make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.	
SC28 Information Requirements 28.1 The Parties acknowledge that the submission of complete and accurate data in accordance with this SC28 is necessary to support the commissioning of all health and social care services in England.	**All**

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

28.3	The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.2 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.	**All**

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

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

	in accordance with the National Tariff to ensure that that impact is rendered neutral for that Contract Year or those Contract Years, as applicable.	
28.15	Where any change of practice in the counting and coding of Activity is implemented, the Provider and the Co-ordinating Commissioner must, working jointly and in good faith, use all reasonable endeavours to monitor its impact and to agree the extent of any adjustments to Prices which may be necessary under SC28.9 or SC28.14.	**All**
	Aggregation and disaggregation of information	
28.16	Information to be provided by the Provider under this SC28 and Schedule 6A (*Reporting Requirements*) and which is necessary for the purposes of SC36 (*Payment Terms*) must be provided: 28.16.1 to the Co-ordinating Commissioner in aggregate form; and/or 28.16.2 directly to each Commissioner in disaggregated form relating to its own use of the Services, as the Co-ordinating Commissioner may direct.	**All**
	SUS	
28.17	The Provider must submit commissioning data sets to SUS in accordance with SUS Guidance, where applicable. Where SUS is applicable, if: 28.17.1 there is a failure of SUS; or 28.17.2 there is an interruption in the availability of SUS to the Provider or to any Commissioner, the Provider must comply with Guidance issued by NHS England and/or NHS Digital in relation to the submission of the national datasets collected in accordance with this SC28 pending resumption of service, and must submit those national datasets to SUS as soon as reasonably practicable after resumption of service.	**All**
	Information Breaches	

		All
28.18	If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify: 28.18.1 the nature of the Information Breach; and 28.18.2 the sums (if any) which the Co-ordinating Commissioner intends to instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), under SC28.19 if the Information Breach is not rectified within 5 Operational Days following service of that notice.	

28.19	If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with SC28.18.2 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner may (subject to SC28.21) instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), a reasonable and proportionate sum of up to 1% of the Expected Monthly Value or of the Actual Monthly Value, as applicable, in respect of the current month and then for each and every month until the Provider has rectified the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner.	**All**
28.20	The Commissioners or the Co-ordinating Commissioner (as appropriate) must continue to withhold any sums withheld under SC28.19 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners or the Co-ordinating Commissioner (as appropriate) must then pay the withheld sums to the Provider within 10 Operational Days. Subject to SC28.21 no interest will be payable by the Co-ordinating Commissioner to the Provider on any sum withheld under SC28.19.	**All**
28.21	If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under SC28.19 were withheld without justification, the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay to the Provider any sums wrongly withheld or retained and interest on those sums for the period for which those sums were withheld or retained. If the Co-ordinating Commissioner disputes the Provider's evidence the Provider may refer the matter to Dispute Resolution.	**All**

28.22	Any sums withheld under SC28.19 may be retained permanently if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of: 28.22.1 the date 3 months after the date of the notice served in accordance with SC28.18; 28.22.2 the termination of this Agreement; and 28.22.3 the Expiry Date. If any sums withheld by the Co-ordinating Commissioner on behalf of all Commissioners are to be retained permanently, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Expected Monthly Value or of the Actual Monthly Value for each month in respect of which those sums were withheld.	**All**
28.23	The aggregate of sums withheld in any month in respect of Information Breaches is not to exceed 5% of the Expected Monthly Value or of the Actual Monthly Value, as applicable.	**All**

	Data Quality Improvement Plan	
28.24	The Co-ordinating Commissioner and the Provider may at any time agree a Data Quality Improvement Plan (which must be appended to this Contract at Schedule 6B (*Data Quality Improvement Plans*)). Any Data Quality Improvement Plan must set out milestones to be met.	**All**
28.25	If an Information Breach relates to the National Requirements Reported Centrally the Parties must not by means of a Data Quality Improvement Plan agree the waiver or delay or foregoing of any withholding or retention under SC28.19 to which the Commissioners (or the Co-ordinating Commissioner on their behalf, as appropriate) would otherwise be entitled.	**All**
	MANAGING ACTIVITY AND REFERRALS	

SC29 Managing Activity and Referrals 29.1 The Commissioners and the Provider must each monitor and manage Activity and Referrals for the Services in accordance with this SC29 and the National Tariff.	**All**
29.2 The Parties must not agree or implement any action that would operate contrary to the NHS Choice Framework or so as to restrict or impede the exercise by Service Users or others of their legal rights to choice.	**All**
29.3 Subject to SC29.3A, the Commissioners must use all reasonable endeavours to: 29.3.1 procure that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme; 29.3.2 manage Referral levels in accordance with any Activity Planning Assumptions; and 29.3.3 notify the Provider promptly of any anticipated changes in Referral numbers.	**All except 111**
29.3A In relation to 111 Services, SC29.3 will not apply, but the Commissioners must notify the Provider promptly of any anticipated changes in Referral numbers.	**111**
29.4 The Provider must: 29.4.1 comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties and/or as specified in any Prior Approval Scheme, and in accordance with any Activity Planning Assumptions; and	**All**
29.4.2 comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing patterns of Referrals.	

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

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

29.15	Within 10 Operational Days following agreement to hold a meeting under SC29.14, the Co-ordinating Commissioner and the Provider must meet: 29.15.1 to agree a plan to improve Utilisation and/or update any previously agreed plan; and	**All**

	29.15.2 to discuss any matter that either considers necessary in relation to Utilisation.	
	Joint Activity Review	
29.16	Within 10 Operational Days following agreement to conduct a Joint Activity Review under SC29.14, the Co-ordinating Commissioner and the Provider must meet: 29.16.1 to consider in further detail the matters referred to in SC29.14.1 and the causes of the unexpected or unusual pattern of Referrals and/or Activity; and 29.16.2 (if they consider it necessary or appropriate) to agree an Activity Management Plan.	**All**
29.17	The Co-ordinating Commissioner and the Provider should not agree an Activity Management Plan in respect of any unexpected or unusual pattern of Referrals and/or Activity which they agree was caused wholly or mainly by the exercise by Service Users of their rights to choice.	**All**
29.18	If the Co-ordinating Commissioner and the Provider fail to agree an Activity Management Plan at or within 10 Operational Days following the Joint Activity Review they must issue a joint notice to that effect to the Governing Body of the Provider and of each Commissioner. If the Co-ordinating Commissioner and the Provider have still not agreed an Activity Management Plan within 10 Operational Days following the date of the joint notice, either may refer the matter to Dispute Resolution.	**All**
29.19	The Parties must implement any Activity Management Plan agreed or determined in accordance with SC29.16 to 29.18 inclusive in accordance with its terms.	**All**
29.20	If any Party breaches the terms of an Activity Management Plan, the Commissioners or the Provider (as appropriate) may exercise any consequences set out in it.	**All**
	Prior Approval Scheme	

29.21	Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of the terms of any Prior Approval Scheme for that Contract Year. In determining whether to implement any new or replacement Prior Approval Scheme or to amend any existing Prior Approval Scheme, the Commissioners must have regard to the burden which Prior Approval Schemes may place on the Provider. The Commissioners must use reasonable endeavours to minimise the number of separate Commissioner-specific Prior Approval Schemes in relation to any individual condition or treatment. The terms of any Prior Approval Scheme may specify the information which the Provider must submit to the Commissioner about individual Service Users requiring or receiving treatment under that Prior Approval Scheme, including details of the scope of the information to be submitted and the format, timescale and process for submission (which may be paper-based or via specified electronic systems).	**All except AM, ELC, 111**

29.22	The Provider must manage Referrals in accordance with the terms of any Prior Approval Scheme. If the Provider does not comply with the terms of any Prior Approval Scheme in providing a Service to a Service User, the Commissioners will not be liable to pay for the Service provided to that Service User.	**All except AM, ELC, 111**
29.23	If a Prior Approval Scheme imposes any obligation on a Provider that would operate contrary to the NHS Choice Framework: 29.23.1 that obligation will have no contractual force or effect; and 29.23.2 the Prior Approval Scheme must be amended accordingly; and 29.23.3 if the Provider provides any Service in accordance with the Prior Approval Scheme as amended in accordance with SC29.23.2 the relevant Commissioner will be liable to pay for that Service in accordance with SC36 (*Payment Terms*).	**All except AM, ELC, 111**
29.24	The Co-ordinating Commissioner may at any time during a Contract Year give the Provider not less than one month's notice in writing of any new or replacement Prior Approval Scheme, or of any amendment to an existing Prior Approval Scheme. That new, replacement or amended Prior Approval Scheme must be implemented by the Provider on the date set out in the notice, and will only be applicable to decisions to offer treatment made after that date.	**All except AM, ELC, 111**
29.25	Subject to the timely provision by the Provider of all of the information specified within a Prior Approval Scheme, the relevant Commissioner must respond within the Prior Approval Response Time Standard to any request for approval for treatment for an individual Service User. If the Commissioner fails to do so, it will be deemed to have given Prior Approval.	**All except AM, ELC, 111**

29.26 Each Commissioner and the Provider must use all reasonable endeavours to ensure that the design and operation of Prior Approval Schemes does not cause undue delay in Service Users accessing clinically appropriate treatment and does not place at risk achievement by the Provider of any Quality Requirement.	**All except AM, ELC, 111**
29.27 At the Provider's request in case of urgent clinical need or a risk to patient safety, and if approved by the Commissioner's medical director or clinical chair (that approval not be unreasonably withheld or delayed), the relevant Commissioner must grant retrospective Prior Approval for a Service provided to a Service User.	**All except AM, ELC, 111**

Evidence-Based Interventions Guidance 29.28 The Commissioners must use all reasonable endeavours to procure that, when making Referrals, Referrers comply with the Evidence-Based Interventions Guidance.	**A**
29.29 The Provider must manage Referrals and provide the Services in accordance with the Evidence-Based Interventions Guidance.	**A**
29.30 The Co-ordinating Commissioner and the Provider must agree, for each Contract Year, clinically appropriate local goals, consistent with those set out in the Evidence-Based Interventions Guidance where applicable, for the aggregate number of Category 1 and Category 2 Interventions to be undertaken by the Provider of behalf of all Commissioners.	**A**
29.31 If the Provider carries out: 29.31.1 a Category 1 Intervention without evidence of an individual funding request having been approved by the relevant Commissioner; or 29.31.2 a Category 2 Intervention other than in accordance with the Evidence-Based Interventions Guidance, the relevant Commissioner will not be liable to pay for that Intervention.	**A**
EMERGENCIES AND INCIDENTS	

SC30 Emergency Preparedness, Resilience and Response 30.1 The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	**All**
30.2 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 30.2.1 the activation of its Incident Response Plan; 30.2.2 any risk, or any actual disruption, to CRS or Essential Services; and/or 30.2.3 the activation of its Business Continuity Plan.	**All**
30.3 The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under SC30.2.	**All**
30.4 The Provider must provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or the UK Health Security Agency in response to any national, regional or local public health emergency or incident.	**All**
30.5 The right of any Commissioner to: 30.5.1 withhold or retain sums under GC9 (*Contract Management*)*;* and/or 30.5.2 suspend Services under GC16 (*Suspension*), will not apply if the relevant right to withhold, retain or suspend has arisen only as a result of the Provider complying with its obligations under this SC30.	**All**
30.6 The Provider must use reasonable endeavours to minimise the effect of an Incident or Emergency on the Services and to continue the provision of Elective Care and Non-elective Care notwithstanding the Incident or Emergency. If a Service User is already receiving treatment when the Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not: 30.6.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or 30.6.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.	**A**

30.7	Subject to SC30.6, if the impact of an Incident or Emergency is that the demand for Non-elective Care increases, and the Provider establishes to the satisfaction of the Co-ordinating Commissioner that its ability to provide Elective Care is reduced as a result, Elective Care will be suspended or scaled back as necessary for as long as the Provider's ability to provide it is reduced. The Provider must give the Co-ordinating Commissioner written confirmation every 2 calendar days of the continuing impact of the Incident or Emergency on its ability to provide Elective Care.	**A**
30.8	During or in relation to any suspension or scaling back of Elective Care in accordance with SC30.7: 30.8.1 GC16 (*Suspension*) will not apply to that suspension; 30.8.2 if requested by the Provider, the Commissioners must use their reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care; and 30.8.3 the Provider must continue to provide Non-elective Care (and any related Elective Care), subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all Service Users to whom the Provider is providing Nonelective Care whether or not as a result of the Incident or Emergency (using that discretion in accordance with Good Practice).	**A**

30.9	If, despite the Provider complying fully with its obligations under this SC30, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of: 30.9.1 the identity of each Service User who has been transferred and the alternative provider; 30.9.2 the identity of each Service User who has not been but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider; 30.9.3 cancellations and postponements of admission dates; 30.9.4 cancellations and postponements of out-patient appointments; and 30.9.5 other changes in the Provider's list.	**A**
30.10	As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.	**A**

SC31 Force Majeure: Service-specific provisions 31.1 Nothing in this Contract will relieve the Provider from its obligations to provide the Services in accordance with this Contract and the Law (including the Civil Contingencies Act 2004) if the Services required relate to an unforeseen event or circumstance including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake.	**AM, 111**
31.2 This will not however prevent the Provider from relying upon GC28 (*Force Majeure*) if such event described in SC31.1 is itself an Event of Force Majeure or if the subsequent occurrence of a separate Event of Force Majeure prevents the Provider from delivering those Services.	**AM, 111**
31.3 Notwithstanding any other provision in this Contract, if the Provider is the Affected Party, it must ensure that all Service Users that it detains securely in accordance with the Law will remain in a state of secure detention as required by the Law.	**MHSS**
31.4 For the avoidance of doubt any failure or interruption of the National Telephony Service will be considered an event or circumstance beyond the Provider's reasonable control for the purpose of GC28 (*Force Majeure*).	**111**

SAFETY AND SAFEGUARDING	
SC32 Safeguarding Children and Adults 32.1 The Provider must ensure that Service Users are protected from abuse, exploitation, radicalisation, serious violence, grooming, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of any such behaviours in accordance with the Law.	**All**

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

32.4 The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with: 32.4.1 the Law and Guidance referred to in SC32.3; and 32.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.	**All**
32.5 The Provider must implement comprehensive programmes for safeguarding (including in relation to child sexual abuse and exploitation) and MCA training for all relevant Staff and must have regard to Intercollegiate Guidance in Relation to Safeguarding Training. The Provider must undertake an annual audit of its conduct and completion of those training programmes and of its compliance with the requirements of SC32.1 to 32.4.	**All**
32.6 At the reasonable written request of the Co-ordinating Commissioner, and by no later than 10 Operational Days following receipt of that request, the Provider must provide evidence to the Co-ordinating Commissioner that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.	**All**
32.7 If requested by the Co-ordinating Commissioner, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.	**All**
32.8 The Provider must co-operate fully and liaise appropriately with third party providers of social care services as necessary for the effective operation of the Child Protection Information Sharing Project.	**A+E, A, AM, U**
32.9 The Provider must: 32.9.1 include in its policies and procedures, and comply with, the principles contained in the Government Prevent Strategy and the Prevent Guidance; and 32.9.2 include in relevant policies and procedures a comprehensive programme to raise awareness of the Government Prevent Strategy among Staff and volunteers in line with the NHS England Prevent Training and Competencies Framework and Intercollegiate Guidance in Relation to Safeguarding Training.	**All**

SC33 Incidents Requiring Reporting 33.1 The Provider must comply with the arrangements for notification of deaths and other incidents to CQC, in accordance with CQC Regulations and Guidance (where applicable), and to any other relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body, in accordance with Good Practice and the Law.	**All**

33.2 The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, or any framework which replaces them, as applicable. The Provider must ensure that it is able to report Patient Safety Incidents to the National Reporting and Learning System and to any system which replaces it.	**All**
33.3 The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule 6C (*Incidents Requiring Reporting Procedure*) and under Schedule 6A (*Reporting Requirements*).	**All**
33.4 If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule 6C (*Incidents Requiring Reporting Procedure*) and in Schedule 6A (*Reporting Requirements*).	**All**
33.5 The Commissioners will have complete discretion (subject only to the Law) to use the information provided by the Provider under this SC33, Schedule 6C *(Incidents Requiring Reporting Procedure*) and Schedule 6A (*Reporting Requirements*) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.	**All**
33.6 The Provider must have in place arrangements to ensure that it can: 33.6.1 receive National Patient Safety Alerts; and 33.6.2 in relation to each National Patient Safety Alert it receives, identify appropriate Staff: 33.6.2.1 to coordinate and implement any actions required by the alert within the timescale prescribed; and 33.6.2.2 to confirm and record when those actions have been completed.	**All**

33.7	The Provider must 33.7.1 designate one or more Patient Safety Specialists; and 33.7.2 ensure that the Co-ordinating Commissioner is kept informed at all times of the person or persons holding this position.	**All**

SC34	**Care of Dying People and Death of a Service User**	
34.1	The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with SCCI 1580 (Palliative Care Co-ordination: Core Content) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	**All**
34.2	The Provider must maintain and operate a Death of a Service User Policy.	**All**
SC35	**Duty of Candour**	**All**
35.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	
35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	**All**
35.3	If the Provider fails to comply with any of its obligations under SC35.2 the Coordinating Commissioner may: 35.3.1 notify the CQC of that failure; and/or 35.3.2 require the Provider to provide the Relevant Person with a formal, written apology and explanation for that failure, signed by the Provider's chief executive and copied to the relevant Commissioner; and/or 35.3.3 require the Provider to publish details of that failure prominently on the Provider's website.	**All**
PAYMENT TERMS		

SC36 Payment Terms

Payment Principles

36.1	Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the National Tariff, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.	**All**
36.2	To avoid any doubt, the Provider will be entitled to be paid for Services delivered during the continuation of:	**All**
	36.2.1 any Incident or Emergency, except as otherwise provided or agreed under SC30 (*Emergency Preparedness, Resilience and Response*); and	
	36.2.2 any Event of Force Majeure, except as otherwise provided or agreed under GC28 (*Force Majeure*).	

Prices

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

36.5	Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff where applicable.	**All**

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

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

36.19	If NHS England has refused to approve an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may be agreed in accordance with SC36.11 to 36.15), and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15). If NHS England has refused an application by the Provider for a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.11 to 36.15).	**All**

36.20	Each Local Modification agreement and each application for determination of a Local Modification must be submitted to NHS England in accordance with section 124 or section 125 of the 2012 Act (as appropriate) and the National Tariff. Each Local Modification agreement and each Local Modification approved or determined by NHS England must be recorded in Schedule 3C (*Local Modifications*).	**All**
	Aligned Payment and Incentive Rules	
36.21	Where the Aligned Payment and Incentive Rules apply, the matters referred to in rules 2 and 3 of the Aligned Payment and Incentive Rules must be agreed in respect of the relevant Commissioner(s) and recorded in Schedule 3D (*Aligned Payment and Incentive Rules).*	**All**
36.22	Not used.	
	Aggregation and Disaggregation of Payments	
36.23	The Co-ordinating Commissioner may make or receive all (but not only some) of the payments due under SC36 in aggregate amounts for itself and on behalf of each of the Commissioners provided that it gives the Provider 20 Operational Days' written notice of its intention to do so. These aggregated payments will not prejudice any immunity from liability of the Co-ordinating Commissioner, or any rights of the Provider to recover any overdue payment from the relevant Commissioners individually. However, they will discharge the separate liability or entitlement of the Commissioners in respect of their separate Services. To avoid doubt, notices to aggregate and reinstate separate payments may be repeated or withdrawn from time to time. Where notice has been given to aggregate payments, references in SC36 to "a Commissioner", "the Commissioner" or "each Commissioner" are where appropriate to be read as referring to the Co-ordinating Commissioner.	**All**
	Payment where the Parties have agreed an Expected Annual Contract Value	

36.24	Each Commissioner must make payments on account to the Provider in accordance with the following provisions of SC36.25, or if applicable SC36.26 and 36.27.	**All**
36.25	The Provider must supply to each Commissioner a monthly invoice on the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth (or other such proportion as may be specified in Schedule 3F (*Expected Annual Contract Values*)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.	**All**

36.26	If the Service Commencement Date is not 1 April the timing and amounts of the payments for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**All**
36.27	If the Expiry Date is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to the Expiry Date and ending on the Expiry Date will be as set out in Schedule 3G (*Timing and Amounts of Payments in First and/or Final Contract Year*).	**All**
	Reconciliation where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services	
36.28	Where the Parties have agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, in order to confirm the actual sums payable for the Services delivered the Provider must provide a separate reconciliation account for each Commissioner for each Quarter showing the sum equal to the Prices for all relevant Services delivered and completed in that Quarter. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and must be sent by the Provider to the relevant Commissioner by the First Quarterly Reconciliation Date for the Quarter to which it relates.	**All**
36.29	Not used.	

36.30	The Provider must send to each Commissioner a final reconciliation account for each Quarter within 5 Operational Days after the Final Quarterly Reconciliation Date for that Quarter. The final reconciliation account must either be agreed by the relevant Commissioner, or be wholly or partially contested by the relevant Commissioner in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a final reconciliation account.	**All**
	Reconciliation for Services where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services	
36.31	Where the Parties have agreed an Expected Annual Contract Value and SUS does not apply to any of the Services, in order to confirm the actual sums payable for delivered Services the Provider must provide a separate reconciliation account for each Commissioner for each Quarter (unless otherwise agreed by the Parties in writing in accordance with the National Tariff), showing the sum equal to the Prices for all relevant Services delivered and completed in that Quarter. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and sent by the Provider to the relevant Commissioner within 20 Operational Days after the end of the Quarter to which it relates.	**All**

36.32	Each Commissioner and Provider must either agree the reconciliation account produced in accordance with SC36.31 or wholly or partially contest the reconciliation account in accordance with SC36.45. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	**All**
	Other aspects of reconciliation for all Prices where the Parties have agreed an Expected Annual Value	
36.33	For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	**All**
36.34	Each Commissioner's agreement of a reconciliation account or agreement of a final reconciliation account as the case may be (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner to the Provider or by the Provider to the relevant Commissioner, as appropriate. The Provider must supply to the Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or issue of the credit note.	**All**

Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS applies to some or all of the Services 36.35 Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must issue a Quarterly invoice within 5 Operational Days after the Final Quarterly Reconciliation Date for that Quarter to each Commissioner in respect of those Services provided for that Commissioner in that Quarter. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
36.35A Where the Parties have not agreed an Expected Annual Contract Value and SUS applies to some or all of the Services, the Provider (if it is not an NHS Trust or an NHS Foundation Trust) must issue a monthly invoice within 5 Operational Days after the Final Monthly Reconciliation Date for that month to each Commissioner in respect of those Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
Payment where the Parties have not agreed an Expected Annual Contract Value for any Services and SUS does not apply to any of the Services 36.36 Where SUS does not apply to any of the Provider's Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must issue a Quarterly invoice within 20 Operational Days after the end of each Quarter to each Commissioner in respect of all Services provided for that Commissioner in that Quarter. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
36.36A Where SUS does not apply to any of the Provider's Services and where the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is not an NHS Trust or an NHS Foundation Trust) must issue a monthly invoice within 20 Operational Days after the end of each month to each Commissioner in respect of all Services provided for that Commissioner in that month. Subject to SC36.45, the Commissioner must settle the invoice within 10 Operational Days of its receipt.	**All**
36.37 Not used.	
36.38 Not used.	
GENERAL PROVISIONS	

Statutory and Other Charges 36.39 Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.	**All except 111**
36.40 The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.	**All except 111**
36.41 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly: 36.41.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and the Overseas Visitor Charging Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to Chargeable Overseas Visitors to the Department of Health and Social Care; 36.41.2 if the Provider has failed to take all reasonable steps to: 36.41.2.1 identify a Chargeable Overseas Visitor; or 36.41.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,	**All**

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

36.43	The Provider must administer and pay all Patient Pocket Money to which a Service User is entitled to that Service User in accordance with Good Practice and the local arrangements that are in place and the relevant Commissioner must reimburse the Provider within 20 Operational Days following receipt of an appropriate invoice any Patient Pocket Money correctly administered and paid to the Service User.	**MH, MHSS**

	VAT	
36.44	Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.	**All**
	Contested Payments	
36.45A	Once the Provider has submitted Activity data to SUS in respect of a given month, each Commissioner may raise with the Provider any validation queries it has in relation to that data, and the Provider must answer those queries promptly and fully. The Parties must use all reasonable endeavours to resolve any queries by the Post Reconciliation Monthly Inclusion Date.	**All**

36.45	If a Party contests all or any part of any payment calculated in accordance with this SC36: 36.45.1 the contesting Party must (as appropriate): 36.45.1.1 within 5 Operational Days of the receipt of the reconciliation account in accordance with SC36.31, or the final reconciliation account in accordance with SC36.30 (as appropriate); or 36.45.1.2 within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.35 or 36.36, notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and 36.45.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and 36.45.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.45.1, the contesting Party must refer the matter to Dispute Resolution, and following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC36.45, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	**All**
	Interest on Late Payments	
36.46	Subject to any express provision of this Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the date after the date on which payment was due up to and including the date of payment.	**All**

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

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

38.6	If the Provider submits a revised CQUIN Performance Report in accordance with SC38.5, the Co-ordinating Commissioner must, within 10 Operational Days of receipt, either: 38.6.1 accept the revised CQUIN Performance Report; or 38.6.2 refer the matter to Dispute Resolution.	**All**
38.7	**Reconciliation** Within 20 Operational Days following the later of: 38.7.1 the end of the Contract Year; and 38.7.2 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year, the Provider must submit a CQUIN Reconciliation Account to the Co-ordinating Commissioner.	**All**
38.8	Within 5 Operational Days of receipt of either the CQUIN Reconciliation Account under SC38.7, the Co-ordinating Commissioner must either agree it or wholly or partially contest it in accordance with SC38.10. The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under SC38.7 must not be unreasonably withheld or delayed.	**All**
38.9	The Co-ordinating Commissioner's agreement of the CQUIN Reconciliation Account under SC38.7 will trigger a reconciliation payment by each relevant Commissioner to the Provider or by the Provider to each relevant Commissioner (as appropriate). The Provider must supply to each Commissioner a credit note within 5 Operational Days of the agreement and	**All**

	payment must be made within 10 Operational Days following issue of the credit note.	
38.10	If the Co-ordinating Commissioner contests either the CQUIN Reconciliation Account or the reconciliation statement: 38.10.1 the Co-ordinating Commissioner must within 5 Operational Days notify the Provider accordingly, setting out in reasonable detail the reasons for contesting the account, and in particular identifying which elements are contested and which are not contested; 38.10.2 any uncontested amount identified in either the CQUIN Reconciliation Account under SC38.7 or the reconciliation statement under SC38.11 must be paid in accordance with this SC38.10 by the Provider; and 38.10.3 if the matter has not been resolved within 20 Operational Days following the date of notification under SC38.10.1, either the Provider or the Co-ordinating Commissioner may refer the matter to Dispute Resolution,	**All**

	and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC38.10, if any amount is agreed or determined to be payable the Provider must immediately issue a credit note for that amount. The Provider must immediately pay the amount due to together with interest calculated in accordance with SC36.46. For the purposes of SC36.46 the date the amount was due will be the date it would have been due had the amount not been disputed.	
	# PROCUREMENT OF GOODS AND SERVICES	
	SC39 Procurement of Good and Services	
39.1	The provisions of SC39.2 – 39.4 below apply to NHS Trusts and to NHS Foundation Trusts only.	**All**

	Nominated Supply Agreements	
39.2	The Co-ordinating Commissioner has (if so recorded in Schedule 2G (*Other Local Agreements, Policies and Procedures*)) given notice, and/or may at any time give reasonable written notice, requiring the Provider to purchase (and to ensure that any Sub-Contractor purchases) a device or devices listed in the High Cost Devices and Listed Procedures tab, or a drug or drugs listed in the High Cost Drugs tab, or an innovation or technology listed in the Listed Innovations and Technologies tab, at Annex A to the National Tariff, and used in the delivery of the Services, from a supplier, intermediary or via a framework listed in that notice. The Provider must purchase (and must ensure that any Sub-Contractor which is an NHS Trust or an NHS Foundation Trust must purchase) any adalimumab used in delivery of the Services via and in accordance with the Adalimumab Framework. The Provider will not be entitled to payment for any such item purchased and used in breach of this SC39.2 and/or such a notice.	**A, A+E, CR, R**
	Nationally Contracted Products Programme	
39.3	The Provider must use all reasonable endeavours to co-operate with NHS England and NHS Supply Chain to implement in full the requirements of the Nationally Contracted Products Programme.	**All**
	National Ambulance Vehicle Specification	
39.4	If the Provider wishes to place any order for a new standard double-crewed emergency ambulance base vehicle and/or conversion for use in provision of the Services, it must (unless it has received written confirmation, in advance, from the Co-ordinating Commissioner that the Co-ordinating Commissioner has agreed in writing with NHS England that the National Ambulance Vehicle Specification need not apply to that order):	**AM**
39.4.1	ensure that its order specifies that the vehicle and/or conversion must comply with the National Ambulance Vehicle Specification; and	
39.4.2	place its order via and in accordance with a Compliant Ambulance Vehicle Supply Contract.	
	National Genomic Test Directory	

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

ANNEX A National Quality Requirements

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	RTT waiting times for nonurgent consultant-led treatment				
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS Digital)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waitingtimes/rtt-guidance/	Month	A
E.B.S.4	Zero tolerance RTT waits over 104 weeks for incomplete pathways	From 1 July 2022 >0	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waitingtimes/rtt-guidance/	Ongoing	A
	Diagnostic test waiting times				
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnosticswaiting-times-and-activity/monthlydiagnostics-waiting-times-andactivity/	Month	A CS CR D
	A+E waits				

E.B.5	Percentage of A+E attendances where the Service User was admitted, transferred or discharged within 4 hours of	Operating standard of 95%	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/	Month	A+E U

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	their arrival at an A+E department		statistical-work-areas/ae-waitingtimes-and-activity/		
E.B.S.5	Waits in A+E from arrival to discharge, admission or transfer	Operating standard of no more than 2% waiting more than 12 hours	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Monthly	A+E
	Cancer waits - 2 week wait				
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
	Cancer waits – 28 / 31 days				

E.B.27	Percentage of Service Users waiting no more than 28 days from urgent referral to receiving a communication of diagnosis for cancer or a ruling out of cancer	Operating standard of 75%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first	Operating standard of 96%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/	Quarter	A CR R

Ref	**National Quality Requirement**	**Threshold**	**Guidance on definition**	**Period over which the Standard is to be achieved**	**Service category**
	definitive treatment for all cancers		statistical-work-areas/cancer-waitingtimes/		
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery	Operating standard of 94%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R

E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
	Cancer waits – 62 days				
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancer-waitingtimes/	Quarter	A CR R
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first	Operating standard of 90%	See National Cancer Waiting Times Monitoring Dataset Guidance, available at: https://www.england.nhs.uk/statistics/	Quarter	A CR R

Ref	**National Quality Requirement**	**Threshold**	**Guidance on definition**	**Period over which the Standard is to be achieved**	**Service category**
	definitive treatment for all cancers		statistical-work-areas/cancer-waitingtimes/		
	Cancer				

	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and young adults) across all tumour sites (Specialised services only)	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)	National Service Specification at: https://www.england.nhs.uk/specialised-commissioning-documentlibrary/service-specifications/	Ongoing	CR
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites (Specialised services only)	Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)	National Service Specification at: https://www.england.nhs.uk/specialised-commissioning-documentlibrary/service-specifications/	Ongoing	CR
	Ambulance Service Response Times				
	Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes	Operating standard that 90th centile is no greater than 15 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulancequality-indicators/	Quarter	AM
	Category 1 (life-threatening) incidents – mean time taken for a response to arrive	Mean is no greater than 7 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/	Quarter	AM

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the	Service category

				Standard is to be achieved	
			statistical-work-areas/ambulancequality-indicators/		
	Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes	Operating standard that 90th centile is no greater than 40 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulancequality-indicators/	Quarter	AM
	Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive	Mean is no greater than 18 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulancequality-indicators/	Quarter	AM
	Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response arriving within 120 minutes	Operating standard that 90th centile is no greater than 120 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulancequality-indicators/	Quarter	AM
	Category 4 (less urgent "assess, treat, transport" incidents only) – proportion of incidents resulting in an appropriate response arriving within 180 minutes	Operating standard that 90th centile is no greater than 180 minutes	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulancequality-indicators/	Quarter	AM
	Ambulance service handover times				

E.B.S.7	Handovers between ambulance and A+E	Operating standard of • 100% within 60 minutes • 95% within 30 minutes	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Ongoing	A+E

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
		• 65% within 15 minutes			
E.B.S.8	Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes	>0	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Ongoing	AM
	Mixed-sex accommodation breaches				
E.B.S.1	Mixed-sex accommodation breach	>0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sexaccommodation/	Ongoing	A CR MH
	Cancelled operations				

E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for nonclinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice	Number of Service Users who are not offered another binding date within 28 days >0	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancelledelective-operations/	Ongoing	A CR
E.B.S.6	No urgent operation should be cancelled for a second time	>0	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Ongoing	A CR

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	Mental health				
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care (note – this standard does not apply to	Operating standard of 80%	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Quarter	MH

	specialised mental health services commissioned by NHS England)				
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mentalhealth/resources/access-waitingtime/	Quarter	MH
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH

	entering a course of IAPT treatment				
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH

Ref	National Quality Requirement	Threshold	Guidance on definition	Period over which the Standard is to be achieved	Service category
	entering a course of IAPT treatment				
	Where the Provider provides Services for children and young people with an eating disorder, the percentage of Service Users	Operating standard of 95%	See Access and Waiting Time Standard for Children and Young People with an Eating Disorder (https://www.england.nhs.uk/wpcontent/uploads/2015/07/cyp-eatingdisorders-access-waiting-timestandard-comm-guid.pdf)	Quarter	MH, MHSS

	designated as urgent cases who access NICE concordant treatment within one week.				
	Where the Provider provides Services for children and young people with an eating disorder, the percentage of Service Users designated as routine cases who access NICE concordant treatment within four weeks.	Operating standard of 95%	See Access and Waiting Time Standard for Children and Young People with an Eating Disorder (https://www.england.nhs.uk/wpcontent/uploads/2015/07/cyp-eatingdisorders-access-waiting-timestandard-comm-guid.pdf)	Quarter	MH, MHSS
	Patient safety				
E.A.S.4	Zero tolerance methicillinresistant *Staphylococcus aureus*	>0	See https://www.england.nhs.uk/patientsafety/healthcare-associatedinfections/	Ongoing	A
E.A.S.5	Minimise rates of Clostridium difficile (NHS Trusts / FTs only)	As published by NHS England at https://www.england.nhs.uk/patientsafety/healthcar	See https://www.england.nhs.uk/patientsafety/healthcare-associatedinfections/	Year	A

		eassociatedinfections/			
	Minimise rates of gram-negative bloodstream infections (NHS Trusts / FTs only)	As published by NHS England at https://www.england.	See https://www.england.nhs.uk/patient-	Year	A

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

	Proportion of Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Quarter	A, A+E
	Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 2 at https://www.england.nhs.uk/nhsstandard-contract/	Quarter	A
	Duty of candour				
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidanceproviders/regulationsenforcement/regulation-20-dutycandour	Ongoing	All

		with Regulation 20 of the 2014 Regulations			
Ref	**National Quality Requirement**	**Threshold**	**Guidance on definition**	**Period over which the Standard is to be achieved**	**Service category**
	Community				
	Community health services twohour urgent response standard	Operating standard of 70% from 1 January 2023	See: *Community health services two-hour crisis response standard guidance*, available at https://www.england.nhs.uk/publicati on/community-health-services-twohour-crisis-response-standardguidance/; and *Urgent community response – twohour and two-day response standards: 2020/21 technical data guidance,* available at https://www.england.nhs.uk/coronavirus/publication/urgent-communityresponse-two-hour-and-two-dayresponse-standards-2020-21technical-data-guidance/	Quarterly	CS

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

ANNEX B Provider Data Processing Agreement

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

1. **SCOPE**

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

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

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

2. DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.14 Agreement;

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

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

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

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

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

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

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

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

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NHS Standard Contract 2022/23

General Conditions (Full Length)

Prepared by: NHS Standard Contract Team, NHS England
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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.

1.3 If there is any conflict or inconsistency between the provisions of this Contract and any of the documents listed or referred to in Schedule 1B (*Commissioner Documents*), Schedule 2G (*Other Local Agreements, Policies and Procedures*) or Schedule 5A (*Documents Relied On*), the provisions of this Contract will prevail.

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*).

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.

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 Co-ordinating Commissioner must deliver the Commissioner Documents to the Provider before the Expected Service Commencement Date.

4.3 The Parties must work together to facilitate the delivery of the Services with effect from the Expected Service Commencement Date.

4.4 The Parties must implement any Transition Arrangements set out in Schedule 2H (*Transition Arrangements*).

4.5 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.

GC5 Staff

General

5.1 The Provider must apply the Principles of Good Employment Practice (where applicable), abide by the staff pledges and responsibilities outlined in the NHS Constitution and implement the actions expected of employers as set out in the NHS People Plan.

5.2 The Provider must comply with regulations 18 and 19 of the 2014 Regulations, and without prejudice to that obligation must:

5.2.1 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;

5.2.2 in determining planned Staff numbers and skill mix for Services, have regard to applicable Staffing Guidance;

5.2.3 undertake robust quality impact assessments, as required by Staffing Guidance, before making any material changes to Staff numbers, skill-mix or roles;

5.2.4 continually evaluate in respect of each Service individually and the Services as a whole:

5.2.4.1 actual numbers and skill mix of clinical Staff on duty against planned numbers and skill mix of clinical Staff on a shift-by-shift basis; and

5.2.4.2 the impact of variations in actual numbers and skill mix of clinical Staff on duty on Service User experience and outcomes, by reference to the measures recommended in Staffing Guidance;

5.2.5 undertake a detailed review of staffing requirements every 12 months to ensure that the Provider remains able to meet the requirements set out in GC5.2.1;

5.2.6 report the outcome of each review undertaken under GC5.2.5 to its Governing Body and submit further reports on staffing matters regularly to its Governing Body as required by Staffing Guidance;

5.2.7 report to the Co-ordinating Commissioner immediately any material concern in relation to the safety of Service Users and/or the quality or outcomes of any Service arising from those reviews and evaluations;

5.2.8 report to the Co-ordinating Commissioner on the outcome of those reviews and evaluations at least once every 12 months, and in any event as soon as practicable and by no later than 20 Operational Days following receipt of written request;

5.2.9 demonstrate at Review Meetings the extent to which improvements to each affected Service have been made as a result of insight derived from those reviews and evaluations; and

5.2.10 make the outcome of those reviews and evaluations available to the public by disclosure at public board meetings, publication on the Provider's website or by other means, in each case as approved by the Co-ordinating Commissioner, and in each case at least once every 12 months.

5.3 The Provider must implement a standard operating procedure, as required by Staffing Guidance, for responding to any day-to-day shortfalls in the number and skill mix of Staff available to provide each Service and inform the Co-ordinating Commissioner immediately of any actual or expected material

impact on the delivery of Services arising from any such shortfall and/or implementation of the procedure. The implementation of any such standard operating procedure will not affect the rights and obligations of the Parties under this Contract in respect of any Suspension Event or Event of Force Majeure, or in respect of any failure on the part of the Provider to comply with any obligation on its part under this Contract.

5.4 The Provider must ensure that all Staff:

5.4.1 if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;

5.4.2 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;

5.4.3 are covered by the Provider's (and/or by the relevant Sub-Contractor's) Indemnity Arrangements for the provision of the Services;

5.4.4 carry, and where appropriate display, valid and appropriate identification; and

5.4.5 are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public.

5.5 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:

5.5.1 proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction;

5.5.2 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

5.5.3 professional leadership appropriate to the Services,

each in accordance with Good Practice and the standards of their relevant professional body (if any), and having regard to the Core Skills Training Framework and, in relation to clinical supervision for midwives, to A-EQUIP Guidance.

5.6 At the request of the Co-ordinating Commissioner, the Provider must provide details of its analysis of Staff training needs and a summary of Staff training provided and appraisals undertaken.

5.7 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 and to HEE Guidance for Placement of Doctors in Training.

5.8 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.

Violence Prevention and Reduction Standard

5.9 The Provider must have regard to the NHS Violence Prevention and Reduction Standard.

Freedom To Speak Up

5.10 The Provider must:

5.10.1 appoint one or more Freedom To Speak Up Guardians to fulfil the role set out in and otherwise comply with the requirements of National Guardian's Office Guidance;

5.10.2 ensure that the Co-ordinating Commissioner and the National Guardian's Office are kept informed at all times of the person or persons holding this position;

5.10.3 co-operate with the National Guardian's Office in relation to any case reviews and take appropriate and timely action in response to the findings of such reviews;

5.10.4 have in place, promote and operate (and must ensure that all Sub-Contractors have in place, promote and operate) a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff have appropriate means through which they may speak up about any concerns they may have in relation to the Services;

5.10.5 give due regard to, and comply with all recommendations set out in, Settlement Agreement Guidance;

5.10.6 ensure that nothing in any contract of employment, or contract for services, settlement agreement 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, that member of Staff from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer or by any other organisation, nor from speaking up to any Regulatory or Supervisory Body or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulatory or Supervisory Body or professional body from time to time, nor prejudice any right of that member of Staff to make disclosures under the Employment Rights Act 1996; and

5.10.7 without prejudice to GC5.10.5, ensure that the following provision is included in each settlement agreement or any other agreement entered into by it or any Sub-Contractor with any member of Staff on or in relation to the termination or expiry of employment or engagement of that member of Staff:

"For the avoidance of doubt, nothing in this agreement shall:

(a) prevent or inhibit, or purport to prevent or inhibit, [the worker] from speaking up about any concerns he/she may have in relation to the quality and/or safety of the care provided by his/her employer or by any other organisation, nor from speaking up to any statutory, regulatory, supervisory or professional body in accordance with his/her professional and ethical obligations including those obligations set out in guidance issued by any statutory, regulatory, supervisory or professional body from time to time; nor

(b) prejudice any right of [the worker] to make disclosures under the Employment Rights Act 1996."

Pre-employment Checks

5.11 Subject to GC5.12, 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:

5.11.1 NHS Employment Check Standards; and

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

5.12 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.

Workforce Sharing Arrangements

5.13 Where the Provider intends to implement, with another provider of NHS-funded healthcare services, arrangements to deploy staff on a flexible basis across their respective sites and services, it must enter into an appropriate Workforce Sharing Arrangement with that other provider to document those arrangements.

TUPE

5.14 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:

5.14.1 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;

5.14.2 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

5.14.3 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.

5.15 If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of 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) but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a) 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 GC5.15.

5.16 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:

5.16.1 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);

5.16.2 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);

5.16.3 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;

5.16.4 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

5.16.5 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.

5.17 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:

5.17.1 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;

5.17.2 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

5.17.3 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.

Employment or Engagement following NHS Redundancy

5.18 If at any time during the term of this Contract a Commissioner, the Provider or any Sub-Contractor intends to employ or engage an individual (unless for a period of 15 days or less in any rolling 90 day period), the relevant Party must (or the Provider must ensure that the Sub-Contractor will):

5.18.1 require that individual to disclose whether, within the period of twelve months ending with the proposed commencement of their employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate), they have received a contractual redundancy payment from an NHS Employer consequent on their redundancy from a post as a Very Senior Manager; and if so

5.18.2 require the individual to identify that NHS Employer;

5.18.3 require that individual to notify the NHS Employer of their conditional offer of employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate);

5.18.4 require that individual either (a) to make arrangements with that NHS Employer to pay to the NHS Employer the Redundancy Repayment (whether or not conditional on an appropriate restoration of reckonable service), or (b) to agree to the inclusion in their terms and conditions of employment or engagement with the Commissioner, the Provider or Sub-Contractor the provisions set out in GC5.18.6 below;

5.18.5 not make any unconditional offer of employment or engagement to the individual without first having received either (a) confirmation from the NHS Employer that binding arrangements are in place with the individual for payment to the NHS Employer of the Redundancy Repayment, or (b) confirmation from the individual of their agreement to the inclusion in their terms and conditions of employment or engagement with the Commissioner, the Provider or Sub-Contractor (as appropriate) of the provisions set out in GC5.18.6; and

5.18.6 unless it has received confirmation from the NHS Employer in accordance with GC5.18.5(a), include (and throughout the term of that individual's employment or engagement retain) in that individual's terms and conditions of employment or engagement (as appropriate) the following provisions:

You have confirmed that you have, within the period of twelve months ending with the commencement of your employment or engagement under this agreement, received a contractual redundancy payment under section 16 of the NHS Terms and Conditions of Service Handbook from an NHS Employer, as defined in Annex 1 of the Handbook being [INSERT NAME OF NHS EMPLOYER] consequent on your redundancy from a post as a Very Senior Manager.

As a condition of your employment or engagement under this agreement: you acknowledge and agree that you will repay to that NHS Employer a sum being a proportion of that contractual redundancy payment (£R), calculated as follows:

£R = (S x (A – B)) – (C + D),

where:

S is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change;

A is the number of years used in the calculation of your contractual redundancy payment;

B is the number of complete calendar months between the date of termination of your employment by the NHS Employer and the date of commencement of your employment or engagement under this agreement;

C is the total statutory redundancy payment that you were entitled to receive on redundancy from that NHS Employer; and

D is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,

But for the avoidance of doubt you will have no liability to repay any sum if B is greater than or equal to A

You consent to our deducting from your net monthly pay or remuneration each month a sum equal to no more than [X% - for agreement with the individual and the NHS Employer] of your net monthly pay or remuneration and that we will pay each sum deducted to that NHS Employer as an instalment of the repayment of the sum £R, until the sum £R has been fully repaid.

In this provision:

Agenda for Change means the single pay system in operation in the NHS, which applies to all directly employed NHS staff with the exception of doctors, dentists and some very senior managers

***NHS Employer** has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook*

***NHS Terms and Conditions of Service Handbook** means the handbook of NHS terms and conditions of service published at: http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook*

***Very Senior Manager** means, whether or not the relevant NHS Employer operates the Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts, an individual as described in paragraph 4 of that framework, whether that individual is engaged under a contract of employment or a contract for services*

5.19 If at any time during the term of this Contract any Commissioner or the Provider engages a management consultancy or other advisory business to provide management, financial, clinical or other advisory services, it must require, as a term of that engagement, that no individual who has received a contractual redundancy payment from an NHS Employer consequent on their redundancy from a post as a Very Senior Manager within the previous twelve months is involved in any way in the provision of those services unless that individual has paid to the NHS Employer the Redundancy Repayment.

5.20 A Commissioner must not, the Provider must not, and the Provider must ensure that any Sub-contractor does not, enter into any arrangement with any individual the effect or intention of which is to circumvent the operation or intent of GC5.18 or 5.19.

5.21 If a Commissioner or the Provider fails to comply with its obligations under GC5.18, 5.19 or 5.20 in respect of any relevant individual, it must pay to the relevant NHS Employer the Redundancy Repayment or the proportion of it which the individual would otherwise have been required to repay.

GC6 Intentionally Omitted

GC7 Intentionally Omitted

GC8 Review

8.1 At the intervals set out in the Particulars, the Co-ordinating Commissioner and the Provider must hold Review Meetings to review and discuss as necessary or appropriate:

8.1.1 all Service Quality Performance Reports issued since the Service Commencement Date or the last Review Meeting (as appropriate);

8.1.2 performance of the Parties under this Contract;

8.1.3 performance of the Provider under any DQIP, SDIP, Remedial Action Plan or other Provider plan in place under or in connection with this Contract;

8.1.4 levels of Activity, Referrals and Utilisation under this Contract;

8.1.5 any Variation proposed in relation to this Contract;

8.1.6 the Prices; and

8.1.7 any other matters that either considers necessary in relation to this Contract.

8.2 Following each Review Meeting the Co-ordinating Commissioner must prepare and the Co-ordinating Commissioner and the Provider must agree a Review Record recording (without limitation) all the matters

raised during the Review, actions taken, agreements reached, Disputes referred to Dispute Resolution, and any Variations agreed.

8.3 If any Dispute which has arisen during the Review is not shown in the Review Record or is not referred to Dispute Resolution within 10 Operational Days after signature of that Review Record it will be deemed withdrawn.

8.4 Notwithstanding GC8.1, if either the Co-ordinating Commissioner or the Provider:

8.4.1 reasonably considers that a circumstance constitutes an emergency or otherwise requires immediate resolution; or

8.4.2 considers that a JI Report requires consideration sooner than the next scheduled Review Meeting,

that Party may by notice require that a Review Meeting be held as soon as practicable and in any event within 5 Operational Days following that notice.

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.

9.3 GC9.16, 9.20, 9.21, 9.22 and 9.24 will not apply if the Provider's failure to agree or comply with a Remedial Action Plan (as the case may be) is as a result of an act or omission or the unreasonableness of the Co-ordinating Commissioner or the relevant Commissioner.

Contract Performance Notice

9.4 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.

9.5 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

9.6 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.

9.7 At the Contract Management Meeting the Co-ordinating Commissioner and the Provider must agree either:

9.7.1 that the Contract Performance Notice is withdrawn; or

9.7.2 to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.

If the Co-ordinating Commissioner and the Provider cannot agree on either course of action, they must undertake a Joint Investigation.

Joint Investigation

9.8 If a Joint Investigation is to be undertaken:

9.8.1 the Co-ordinating Commissioner and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than 2 months) and the appropriate clinical and/or non-clinical representatives from each relevant Party to participate in the Joint Investigation; and

9.8.2 the Co-ordinating Commissioner and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

9.9 On completion of a Joint Investigation, the Co-ordinating Commissioner and the Provider must produce and agree a JI Report. The JI Report must include a recommendation to be considered at the next Review Meeting that either:

9.9.1 the Contract Performance Notice be withdrawn; or

9.9.2 a Remedial Action Plan be agreed and implemented.

9.10 Either the Co-ordinating Commissioner or the Provider may require a Review Meeting to be held at short notice in accordance with GC8.4 to consider a JI Report.

Remedial Action Plan

9.11 If a Remedial Action Plan is to be implemented, the Co-ordinating Commissioner and the Provider must agree the contents of the Remedial Action Plan within:

9.11.1 5 Operational Days following the Contract Management Meeting; or

9.11.2 5 Operational Days following the Review Meeting in the case of a Remedial Action Plan recommended under GC9.9.

as appropriate.

9.12 The Remedial Action Plan must set out:

9.12.1 actions required and which Party is responsible for completion of each action to remedy the failure in question and the date by which each action must be completed;

9.12.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and for how long it must be maintained; and

9.12.3 any agreed reasonable and proportionate financial sanctions or other consequences for any Party for failing to complete any agreed action and/or to achieve and maintain any agreed improvement (any financial sanctions applying to the Provider not to exceed in aggregate 10% of the Expected Monthly Value or of the Actual Monthly Value in any month, as applicable, in respect of any Remedial Action Plan).

If a Remedial Action Plan is agreed during the final Contract Year, that Remedial Action Plan may specify a date by which an action is to be completed or an improvement is to be achieved or a period for which an improvement is to be maintained falling or extending after the Expiry Date, with a view to that Remedial Action Plan being incorporated in an SDIP under a subsequent contract between one or more of the Commissioners and the Provider for delivery of services the same or substantially the same as the Services.

9.13 The Provider and each relevant Commissioner must implement the actions and achieve and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the Remedial Action Plan.

9.14 The Co-ordinating Commissioner and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Co-ordinating Commissioner and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

Withholding Payment for Failure to Engage or Agree

9.15 If:

9.15.1 either the Co-ordinating Commissioner or the Provider fails to attend a Contract Management Meeting within 20 Operational Days following the date of the Contract Performance Notice to which it relates; or

9.15.2 at a Contract Management Meeting the Co-ordinating Commissioner and the Provider fail to agree a course of action in accordance with GC9.7, and subsequently fail to agree within 20 Operational Days following the Contract Management Meeting the terms of reference and timescale for a Joint Investigation in accordance with GC9.8; or

9.15.3 on completion of a Joint Investigation, the Co-ordinating Commissioner and the Provider fail to agree a JI Report in accordance with GC9.9 before the next Review Meeting; or

9.15.4 it has been agreed that a Remedial Action Plan is to be implemented, but the Co-ordinating Commissioner and the Provider have not agreed a Remedial Action Plan within the relevant period specified in GC9.11,

then, unless the Contract Performance Notice has been withdrawn, they must immediately and jointly notify the Governing Body of both the Provider and the relevant Commissioners accordingly (and if one Party refuses to do so, the other may do so on behalf of both Parties).

9.16 If, 10 Operational Days after notifying the Governing Bodies, and due wholly or mainly to unreasonableness or failure to engage on the part of the Provider:

9.16.1 the Co-ordinating Commissioner and the Provider have still not both attended a Contract Management Meeting; or

9.16.2 the Co-ordinating Commissioner and the Provider have still not agreed either a course of action or the terms of reference and timescale for a Joint Investigation; or

9.16.3 the Co-ordinating Commissioner and the Provider have still not agreed a JI Report; or

9.16.4 the Co-ordinating Commissioner and the Provider have still not agreed a Remedial Action Plan,

as the case may be, the Co-ordinating Commissioner may recommend the Commissioners to withhold , or itself withhold (on behalf of all Commissioners), a reasonable and proportionate sum up to 2% of the Expected Monthly Value or of the Actual Monthly Value, as applicable, for each further month that the particular failure to attend or agree, as referred to in GC9.16.1 - 9.16.4 continues.

9.17 The Commissioners or the Co-ordinating Commissioner (as appropriate) must pay the Provider any sums withheld under GC9.16 within 10 Operational Days of receiving the Provider's agreement to a Remedial Action Plan (or, if earlier, of the withdrawal of the relevant Contract Performance Notice). Unless GC9.23 applies, those sums are to be paid without interest.

Implementation and Breach of Remedial Action Plan

9.18 If, following implementation of a Remedial Action Plan, the agreed actions have been completed and the agreed improvements achieved and maintained, it must be noted in the next Review that the Remedial Action Plan has been completed.

9.19 If either the Provider or any Commissioner fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan, then the Co-ordinating Commissioner or the Provider (as appropriate) may, at its discretion, apply any financial or other sanction agreed in relation to that failure.

Exception Report

9.20 If a Party fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan and does not remedy that failure within 5 Operational Days following receipt of notice requiring it to do so, the Provider or the Co-ordinating Commissioner (as the case may be) may issue an Exception Report:

9.20.1 to the relevant Party's chief executive and/or Governing Body; and/or

9.20.2 (if it reasonably believes it is appropriate to do so) to any appropriate Regulatory or Supervisory Body,

in order that each of them may take whatever steps they think appropriate.

Withholding of Payment at Exception Report for Breach of Remedial Action Plan

9.21 If the Provider fails to complete an action required of it, or to deliver the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan:

9.21.1 (if the Remedial Action Plan does not itself provide for a withholding or other financial sanction in relation to that failure) the Co-ordinating Commissioner may, when issuing an Exception Report, instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), in respect of each action not completed or improvement not met, a reasonable and proportionate sum of up to 2% of the Expected Monthly Value or of the Actual Monthly Value, as applicable, from the date of issuing the Exception Report and for each month the Provider's breach continues and/or the required improvement has not been achieved and maintained, subject to a maximum monthly withholding in relation to each Remedial Action Plan of 10% of the Expected Monthly Value or of the Actual Monthly Value, as applicable; and

9.21.2 the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay the Provider any sums withheld under GC9.19 or GC9.21.1 within 10 Operational Days following the Co-ordinating Commissioner's confirmation that the breach of the Remedial Action Plan has been rectified and/or the required improvement has been achieved and maintained. Subject to GC9.23, no interest will be payable on those sums.

Retention of Sums Withheld for Breach of Remedial Action Plan

9.22 If, 20 Operational Days after an Exception Report has been issued under GC9.20, the Provider remains in breach of a Remedial Action Plan, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.19 or GC9.21.1 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Expected

Monthly Value or of the Actual Monthly Value, as applicable, for each month in respect of which those sums were withheld.

Unjustified Withholding or Retention of Payment

9.23 If the Commissioners withhold, or the Co-ordinating Commissioner withholds on behalf of all Commissioners, sums under GC9.16, GC9.19 or GC9.21.1 or the Commissioners retain sums under GC9.22, and within 20 Operational Days of the date of that withholding or retention the Provider produces evidence satisfactory to the Co-ordinating Commissioner that the relevant sums were withheld or retained unjustifiably, the Co-ordinating Commissioner or the Commissioners (as appropriate) must pay those sums to the Provider within 10 Operational Days following the date of the Co-ordinating Commissioner's acceptance of that evidence, together with interest for the period for which the sums were withheld or retained. If the Co-ordinating Commissioner does not accept the Provider's evidence the Provider may refer the matter to Dispute Resolution.

Retention of Sums Withheld on Expiry or Termination of this Contract

9.24 If the Provider does not agree a Remedial Action Plan:

9.24.1 within 6 months following the expiry of the relevant time period set out in GC9.11; or

9.24.2 before the Expiry Date or earlier termination of this Contract,

whichever is the earlier, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.16 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Expected Monthly Value or of the Actual Monthly Value, as applicable, for each month in respect of which those sums were withheld.

9.25 If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this Contract, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.19 or GC9.21.1 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Expected Monthly Value or of the Actual Monthly Value, as applicable, for each month in respect of which those sums were withheld.

GC10 Co-ordinating Commissioner and Representatives

10.1 The Commissioners have appointed the Co-ordinating Commissioner to exercise certain functions in relation to this Contract as set out in Schedule 5C (*Commissioner Roles and Responsibilities*).

10.2 In relation to those functions and this Contract generally 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.

10.3 The Commissioner Representatives and the Provider Representative will be the relevant Party's respective key points of contact for day-to-day communications.

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.

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.

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) 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 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.

11.6 The Provider must not take any action or fail to take any reasonable action nor (in so far as it is reasonable and within its power) allow others to take action or fail to take any reasonable action, as a result of which any Indemnity Arrangements put in place in accordance with GC11.3 may be rendered wholly or partly

void, voidable, unenforceable, or be suspended or impaired, or which may otherwise render any sum paid out under those Indemnity Arrangements wholly or partly repayable.

11.7 On and following expiry or termination of this Contract, the Provider must (and must use its reasonable endeavours to procure that each of its Sub-Contractors must) procure that 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 will continue to be the subject of appropriate Indemnity Arrangements for 21 years following termination or expiry of this Contract or (if earlier) until that liability may reasonably be considered to have ceased.

11.8 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 GC11.7. 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.

11.9 Unless the Co-ordinating Commissioner and the Provider otherwise agree in writing, the Provider will not require, and must ensure that no other person will require, any Service User to sign any document whatsoever containing any waiver of the Provider's liability (other than a waiver in reasonable terms relating to personal property) to that Service User in relation to the Services, unless required by medical research procedures approved by the local research ethics committee and the Service User has given consent in accordance with the Provider's Service User consent policy.

11.10 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.

11.11 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.

11.12 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.

GC12 Assignment and Sub-contracting

Obligations relating to the Provider

12.1 The Provider must not novate this Contract nor 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.

12.2 The Co-ordinating Commissioner may require, as a condition of the approval of any assignment or novation, the assignee or novatee to provide a guarantee from its parent or other party acceptable to the Co-ordinating Commissioner (acting reasonably), in such form as the Co-ordinating Commissioner may reasonably require.

12.3 The approval of any sub-contracting arrangement may:

12.3.1 include approval of the terms of the proposed Sub-Contract (such approval not to be unreasonably withheld or delayed); and

12.3.2 require, as a condition of that approval, that appropriate Indemnity Arrangements are in place in relation to the proposed Sub-Contractor.

12.4 The Co-ordinating Commissioner has designated the Sub-Contracts listed in Schedule 5B (*Provider's Material Sub-Contracts*) as Material Sub-Contracts and may (at its discretion but acting reasonably) designate any further sub-contracting arrangement approved by it as a Material Sub-Contract.

12.5 The Provider must not:

12.5.1 terminate a Material Sub-Contract; or

12.5.2 make any material changes to the terms of a Material Sub-Contract; or

12.5.3 replace a Material Sub-Contractor under a Material Sub-Contract (and must ensure that a replacement does not otherwise occur), including by delivering all or part of a Service itself; or

12.5.4 enter into a new Material Sub-Contract with an existing Material Sub-Contractor,

without the prior written approval of the Co-ordinating Commissioner. Schedule 5B (*Provider's Material Sub-Contracts*) must be updated as appropriate to reflect any designation made, or termination, change or replacement approved, by the Co-ordinating Commissioner.

12.6 If the Provider enters into a Sub-Contract it must:

12.6.1 ensure that a provision is included in that Sub-Contract which requires payment to be made of all sums due by the Provider to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice;

12.6.2 not vary any such provision referred to in GC12.6.1 above;

12.6.3 ensure that the Sub-Contractor does not further sub-contract its obligations under the Sub-contract without the approval of the Co-ordinating Commissioner (such approval not to be unreasonably withheld or delayed).

12.7 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.

12.8 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.

12.9 The Provider will remain responsible for the performance and will be liable to the Commissioners for the acts and omissions of any third party to which the Provider assigns or transfers any obligation or duty under this Contract, unless and until:

12.9.1 the Provider has obtained the prior written approval of the Co-ordinating Commissioner in accordance with this GC12; and

12.9.2 the terms of that assignment, transfer or disposal have been accepted by the third party so that the third party is liable to the Commissioners for its acts and omissions.

Obligations relating to the Commissioner

12.10 The Commissioners may not transfer or assign all or any of their rights or obligations under this Contract except:

12.10.1 to NHS England, or

12.10.2 to a CCG/ICB; or

12.10.3 to a Local Authority pursuant to a Partnership Agreement or to arrangements pursuant to regulations made under the Cities and Local Government Devolution Act 2016 or to an order under section 105A of the Local Democracy, Economic Development and Construction Act 2009; or

12.10.4 otherwise with the prior written approval of the Provider.

12.11 The Commissioners may delegate or sub-contract or (subject to GC12.10 above) otherwise dispose of all or any of their rights or obligations under this Contract without the approval of the Provider.

12.12 Sub-contracting any part of the Contract will not relieve the Commissioners of any of their obligations or duties under this Contract. Commissioners will be responsible for the performance of and will be liable to the Provider for the acts and/or omissions of their sub-contractors as though they were their own.

Replacement of Sub-Contractors

12.13 If any Suspension Event occurs, or if the Co-ordinating Commissioner is entitled to terminate this Contract in accordance with GC17.10, wholly or partly in connection with any Sub-Contract or as a result of any act or omission on the part of a Sub-Contractor, the Co-ordinating Commissioner may (without prejudice to any other rights the Co-ordinating Commissioner may have in relation to that event) by serving written notice upon the Provider, require the Provider to remove or replace the relevant Sub-Contractor within:

12.13.1 5 Operational Days; or

12.13.2 whatever period may be reasonably specified by the Co-ordinating Commissioner (taking into account any factors which the Co-ordinating Commissioner considers relevant in its absolute discretion, including the interests of Service Users and the need for the continuity of Services),

and the Provider must remove or replace the relevant Sub-Contractor (as required) within the period specified in that notice.

Disclosure of Information

12.14 Notwithstanding GC20 (*Confidential Information of the Parties*), a Commissioner which assigns, transfers, delegates or sub-contracts all or any of its rights or obligations under this Contract to any person may disclose to such person any information in its possession that relates to this Contract or its subject matter, the negotiations relating to it, or the Provider, provided always that this is in accordance with Data Protection Legislation and Data Guidance.

Tender Documentation, Publication of Contracts and E-Procurement

12.15 The Provider must comply with Transparency Guidance if and when applicable.

12.16 The Provider must comply with e-Procurement Guidance if and when applicable.

General Provisions

12.17 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.

GC13 Variations

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

13.2 The Parties:

13.2.1 may agree to vary any locally-agreed insertion, selection or content of the Particulars; and

13.2.2 may not agree to vary any other provision of this Contract (including, for the avoidance of doubt, any part of the Service Conditions or the General Conditions).

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 If a Party wishes to propose a Variation, the Co-ordinating Commissioner must serve on the Provider, or the Provider must serve on the Co-ordinating Commissioner, (as appropriate) a draft Variation Agreement.

13.5 Not used.

13.6 The Proposer must have regard to the impact of the proposed Variation on other Services, and in particular any CRS or Essential Services.

13.7 Any draft Variation Agreement must set out the Variation proposed and the date on which the Proposer requires it to take effect.

13.8 The Recipient must respond to a draft Variation Agreement in writing within 10 Operational Days following receipt, setting out whether:

13.8.1 it accepts the Variation; and/or

13.8.2 it has any concerns with the contents of the draft Variation Agreement.

13.9 If necessary, the Parties must meet within 10 Operational Days following the date of the Recipient's response (or as otherwise agreed in writing) to discuss the draft Variation Agreement and the Recipient's response and must use reasonable endeavours to agree the Variation.

13.10 As soon as reasonably practicable and in any event within 10 Operational Days following the meeting which takes place pursuant to GC13.9, the Recipient must serve a written notice on the Proposer confirming either:

13.10.1 that it accepts the draft Variation Agreement (and whether or not that acceptance is subject to any amendments to the draft Variation Agreement agreed between the Parties in writing); or

13.10.2 that it refuses to accept the draft Variation Agreement, and setting out its reasonable grounds for that refusal.

13.11 If a proposed Variation would or might have the effect of changing the Expected Annual Contract Value and/or any Price, the Co-ordinating Commissioner and the Provider must seek to agree that change in accordance with the National Tariff.

13.12 If a proposed Variation would or might have a cost implication for any Commissioner, including additional activity, new treatments, drugs or technologies:

13.12.1 (in respect of any Variation proposed by the Provider) the Provider must provide a full and detailed cost and benefit analysis of the proposed Variation; and

13.12.2 subject to Law and Guidance, the Co-ordinating Commissioner will have absolute discretion to refuse or withdraw the proposed Variation; and

13.12.3 the Commissioners will have no liability to the Provider for any costs arising from the proposed Variation if the Provider implements it other than in accordance with this Contract.

13.13 Not used.

13.14 If, the Parties having followed the procedure in GC13.2 to 13.12, the Provider refuses to accept a Service Variation, the Co-ordinating Commissioner may terminate the Service affected by the proposed Service Variation by giving the Provider not less than 3 months' written notice (or 6 months' written notice where such termination is likely to have a material adverse effect on Staff) following the issue of a notice that the proposed Service Variation is refused or not accepted.

13.15 The right of the Co-ordinating Commissioner to terminate a Service under GC13.14 will not apply if:

13.15.1 the proposed Service Variation is substantially a proposal that a Service should be performed for a different price to that agreed under this Contract and without material change to the delivery of that Service justifying that proposed change in price; or

13.15.2 the proposal does not meet the requirements of a Service Variation.

13.16 If the Parties fail to agree a proposed Variation which is not a Service Variation the Proposer must withdraw the draft Variation Agreement.

GC14 Dispute Resolution

14.1 The provisions of GC14.2 to 14.21 will not apply when any Party in Dispute seeks an injunction relating to a matter arising out of GC20 *(Confidential Information of the Parties)*.

Escalated Negotiation

14.2 If any Dispute arises, the Parties in Dispute must first attempt to settle it by any of them making a written offer to negotiate to the others. During the Negotiation Period each of the Parties in Dispute must negotiate and be represented:

14.2.1 for the first 10 Operational Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter and has authority to settle the Dispute; and

14.2.2 for the last 5 Operational Days, by their chief executive, director, or member of its Governing Body who has authority to settle the Dispute.

14.3 Where practicable, no Party in Dispute should be represented by the same individual under GC14.2.1 and 14.2.2.

Mediation

14.4 If the Parties in Dispute are unable to settle the Dispute by negotiation, they must, within 5 Operational Days after the end of the Negotiation Period, submit the Dispute:

14.4.1 to mediation arranged by NHS England, where the Commissioners are CCGs/ICBs and/or NHS England and the Provider is an NHS Trust or an NHS Foundation Trust; or

14.4.2 to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in the Particulars, in all other cases.

14.5 Mediations under GC14.4.1 will follow the mediation process arranged by NHS England from time to time.

14.6 Mediations under GC14.4.2 will follow the mediation process of CEDR or other independent body or organisation named in the Particulars.

Expert Determination

14.7 If the Parties in Dispute are unable to settle the Dispute through mediation, the Dispute must be referred to expert determination, by one Party in Dispute giving written notice to that effect to the other Parties in Dispute following closure of the failed mediation. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

14.8 Where the Commissioners are CCGs/ICBs and/or NHS England and the Provider is an NHS Trust or NHS Foundation Trust, the Expert will be an independent person with relevant expertise nominated by NHS England and deemed appointed by the Parties in Dispute.

14.9 Where GC14.8 does not apply:

14.9.1 if the Parties in Dispute have agreed upon the identity of an expert and the expert has confirmed in writing their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert; and

14.9.2 if the Parties in Dispute have not agreed upon an expert, or where that person has not confirmed their willingness to act, then any Party in Dispute may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Parties in Dispute. The other Parties in Dispute may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

14.10 The Party in Dispute serving the Expert Determination Notice must send to the Expert and to the other Parties in Dispute within 5 Operational Days of the appointment of the Expert a statement of its case, including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.

14.11 The Parties in Dispute not serving the Expert Determination Notice must reply to the Expert and to the other Parties in Dispute within 5 Operational Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

14.12 The Expert must produce a written decision with reasons within 30 Operational Days of receipt of the statement of case referred to in GC14.11, or any longer period as is agreed by the Parties in Dispute after the Dispute has been referred.

14.13 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

14.14 The Parties in Dispute must comply with any request or direction of the Expert in relation to the expert determination.

14.15 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties in Dispute and the Expert agree are within the scope of the expert determination.

14.16 The Parties in Dispute must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.

14.17 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, manifest error or material breach of instructions on the part of the Expert, in which case a Party will be permitted to apply to Court for an Order that:

14.17.1 the Expert reconsider his decision (either all of it or part of it); or

14.17.2 the Expert's decision be set aside (either all of it or part of it).

14.18 If a Party in Dispute does not abide by the Expert's decision the other Parties in Dispute may apply to Court to enforce it.

14.19 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.

14.20 The Expert is not liable for anything done or omitted in the discharge or purported discharge of their functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.

14.21 The Expert is appointed to determine the Dispute or Disputes between the Parties in Dispute and the Expert's decision may not be relied upon by third parties, to whom the Expert will have no duty of care.

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 entry to the Provider's Premises and/or the Services Environment and/or the premises of any Sub-Contractor for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services.

15.3 Subject to Law, an Authorised Person may enter the Provider's Premises and/or the Services Environment and/or the premises of any Sub-Contractor without notice for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services. During those visits, subject to Law and Good Practice (also taking into consideration the nature of the Services and the effect of the visit on Services Users), the Provider must not restrict access and will give all reasonable assistance and provide all reasonable facilities.

15.4 Within 10 Operational Days following the Co-ordinating Commissioner's reasonable request, the Provider must send the Co-ordinating Commissioner the results of any audit, evaluation, inspection, investigation or research in relation to the Services, the Services Environment or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.

15.5 Subject to compliance with the Law and Good Practice the Parties must implement and/or respond to all relevant recommendations:

15.5.1 made in any report by a relevant Regulatory or Supervisory Body; or

15.5.2 agreed with the National Audit Office or a Local Auditor following any audit; or

15.5.3 of any appropriate clinical audit or clinical outcome review programme; or

15.5.4 that are otherwise agreed by the Provider and the Co-ordinating Commissioner to be implemented.

15.6 The Parties must maintain complete and accurate Transaction Records.

15.7 The Provider must, at its own expense, in line with applicable Law and Guidance:

15.7.1 implement an ongoing, proportionate programme of clinical audit of the Services in accordance with Good Practice;

15.7.2 implement an ongoing, proportionate audit of the accuracy of its recording and coding of clinical activity relating to the Services; and

15.7.3 provide to the Co-ordinating Commissioner on request the findings of any audits carried out under GC15.7.1 and/or 15.7.2.

15.8 The Co-ordinating Commissioner may at any time, having given the Provider not less than 10 Operational Days' notice of its intention to do so, appoint an Auditor to conduct an objective and impartial audit of:

15.8.1 the quality and outcomes of any Service; and/or

15.8.2 the Provider's recording and coding of clinical activity; and/or

15.8.3 the Provider's calculation of reconciliation accounts under SC36 (*Payment Terms*); and/or

15.8.4 the Provider's recording of performance in respect of the Quality Requirements; and/or

15.8.5 the Provider's compliance with Other Local Agreements, Policies and Procedures and/or any Prior Approval Scheme and/or the Service Specifications; and/or

15.8.6 the basis of any Local Prices, taking into account the actual costs incurred by the Provider in providing the Services to which those Local Prices apply; and/or

15.8.7 pass-through costs on high cost drugs, devices and procedures; and/or

15.8.8 the identification of Chargeable Overseas Visitors and collection of charges from them or other persons liable to pay charges in respect of them under the Overseas Visitor Charging Regulations,

and subject to compliance with Data Protection Legislation (including 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*). Except as provided in GC15.11 and 15.12, the cost of any audit carried out under this GC15.8 will be borne by the Commissioners.

15.9 In respect of any audit carried out under GC15.8, the Co-ordinating Commissioner must share the Auditor's draft report with the Provider, to allow discussion of the findings and the correction of any inaccuracies or misinterpretations before the production by the Auditor of a final report.

15.10 In respect of any audit carried out under GC15.8.1 or 15.8.6, if the Auditor's final report identifies any deficiencies in the Services, the Provider must take appropriate action to address those deficiencies without delay.

15.11 In respect of any audit carried out under GC15.8.2, 15.8.3, 15.8.4, 15.8.5, 15.8.6, 15.8.8 or 15.8.9 as a result of a Commissioner contesting a payment in accordance with SC36.45 (*Payment Terms – Contested Payments*):

15.11.1 if the Auditor's final report identifies a net overcharging of any Commissioner by the Provider, and/or that any Commissioner is entitled to the refund of any sums paid, the Provider must immediately issue a credit note and must pay to the overcharged Commissioner the amount of the net overcharge and/or refundable sum and to the Co-ordinating Commissioner the reasonable costs of the Auditor, within 10 Operational Days after receiving written notice of the Auditor's final report;

15.11.2 if the Auditor's final report identifies that, as a result of actual clinical practice on the part of the Provider which is not in accordance with Other Local Agreements, Policies and Procedures, or with any Prior Approval Scheme, or with the Service Specifications, any charges by the Provider to any Commissioner are higher than would otherwise have been the case, the Provider must immediately issue a credit note and must pay to that Commissioner the amount of the excess charges and to the Co-ordinating Commissioner the reasonable costs of the Auditor, within 10 Operational Days after receiving written notice of the Auditor's final report;

15.11.3 if the Auditor's final report identifies a net undercharging of any Commissioner by the Provider for completed Activity, the Provider must immediately provide an invoice and the undercharged Commissioner must pay to the Provider the amount of the net undercharge, within 10 Operational Days after receiving the invoice from the Provider.

15.12 In respect of any audit carried out under GC15.8.2, 15.8.3, 15.8.4, 15.8.5, 15.8.6, 15.8.8 or 15.8.9 other than as a result of a Commissioner contesting a payment in accordance with SC36.45 (*Payment Terms – Contested Payments*), where the Auditor's final report concludes that there have been material inaccuracies in the Provider's recording, coding or calculations:

15.12.1 the Parties must agree, and the Provider must implement with immediate effect, an action plan so that these inaccuracies do not recur in future;

15.12.2 (except in the case of fraud or negligence or breach of contract on the part of the Provider, in respect of which the Co-ordinating Commissioner may take whatever action under this Contract or otherwise as it sees fit) there will be no retrospective adjustment to payments already made between the Parties; and

15.12.3 the Provider must pay to the Co-ordinating Commissioner the reasonable costs of the Auditor within 10 Operational Days after receiving written notice of the Auditor's final report.

15.13 In respect of any audit carried out under GC15.8.7:

15.13.1 the Provider must provide the Auditor with particulars of its costs (including the costs of Sub-Contractors and suppliers) and permit those costs to be verified by inspection of accounts and other documents and records;

15.13.2 that audit will not lead to any adjustment to any Local Price for the relevant Contract Year, but the Parties may have regard to the Auditor's final report in agreeing Local Prices for future Contract Years.

GC16 Suspension

16.1 If a Suspension Event occurs the Co-ordinating Commissioner:

16.1.1 may by written notice to the Provider require the Provider with immediate effect to suspend the provision of any affected Service, or the provision of any affected Service from any part of the

Services Environment, until the Provider demonstrates to the reasonable satisfaction of the Co-ordinating Commissioner that it is able to and will provide the suspended Service to the required standard; and

16.1.2 must promptly notify any appropriate Regulatory or Supervisory Body of that suspension.

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 must continue to comply with any steps that the Co-ordinating Commissioner may reasonably specify in order to remedy a Suspension Event, even if the matter has been referred to Dispute Resolution

Consequence of Suspension

16.4 During the suspension of any Service under GC16.1, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:

16.4.1 all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with GC16.1.1; and/or

16.4.2 all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with the notice served under GC16.1.1.

16.5 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).

16.6 The Parties must use all reasonable endeavours to minimise any inconvenience to Service Users as a result of the suspension of the Service.

16.7 While any Service is suspended the Commissioners must use reasonable efforts to ensure that no further Service Users are referred to the Provider for that Service.

16.8 While any Service is suspended the Provider must:

16.8.1 not accept any further Referrals of Service Users for that Service;

16.8.2 at its own cost co-operate fully with the Co-ordinating Commissioners and any interim or successor provider of that Service in order to ensure continuity and smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Commissioners or members of the public including:

16.8.2.1 promptly providing all reasonable assistance and all information necessary to effect an orderly assumption of that Service by any interim or successor provider; and

16.8.2.2 delivering to the Co-ordinating Commissioner all materials, papers, documents and operating manuals owned by the Commissioners and used by the Provider in the provision of that Service; and

16.8.3 ensure there is no interruption in the availability of CRS or Essential Services including, where appropriate, implementing any Essential Services Continuity Plan.

16.9 As part of its compliance with GC16.8 the Provider may be required by the Co-ordinating Commissioner to agree a transition plan with the Co-ordinating Commissioner and any interim or successor provider.

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 The Co-ordinating Commissioner may terminate this Contract or any Service by giving to the Provider written notice of not less than the Commissioner Notice Period, expiring no earlier than the Commissioner Earliest Termination Date.

17.3 The Provider may terminate this Contract or any Service by giving to the Co-ordinating Commissioner written notice of not less than the Provider Notice Period, expiring no earlier than the Provider Earliest Termination Date.

17.4 Not used.

17.5 The Co-ordinating Commissioner may by written notice to the Provider terminate the Service affected where the Provider has refused to accept a Service Variation as provided for in GC13.14 (*Variations*).

17.6 Either the Co-ordinating Commissioner or the Provider may by written notice to the other terminate the Service affected where the Co-ordinating Commissioner and the Provider cannot agree the Local Price for that Service for the following Contract Year as provided for in SC36.8 (*Payment Terms*).

17.7 Either the Co-ordinating Commissioner or the Provider may terminate this Contract or any affected Service by written notice, with immediate effect, if and to the extent that the Commissioners or the Provider suffer an Event of Force Majeure and that Event of Force Majeure persists for more than 20 Operational Days without the Parties agreeing alternative arrangements.

17.8 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 either regulation 73(1)(a) or 73(1)(c) of the Public Contracts Regulations 2015, or any equivalent provisions under the NHS Provider Selection Regime, apply.

Termination: Commissioner Default

17.9 The Provider may terminate this Contract, in whole or in respect of the relevant Commissioners, with immediate effect, by written notice to the Co-ordinating Commissioner:

17.9.1 if at any time the aggregate undisputed amount due to the Provider from the Co-ordinating Commissioner and/or any Commissioner exceeds:

17.9.1.1 25% of the Expected Annual Contract Value; or

17.9.1.2 if there is no applicable Expected Annual Contract Value or the Expected Annual Contract Value is zero, the equivalent of 3 times the average monthly income to the Provider under this Contract,

and full payment is not made within 20 Operational Days of receipt of written notice from the Provider referring to this GC17.9 and requiring payment to be made; or

17.9.2 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 40 Operational Days of the Co-ordinating Commissioner's receipt of the Provider's written notice identifying the breach; or

17.9.3 if any Commissioner breaches the terms of GC12.10 (*Assignment and Sub-Contracting*); or

17.9.4 any warranty given by any Commissioner under GC25.2 (*Warranties*) is found to be materially untrue or misleading.

Termination: Provider Default

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

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

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

17.10.3 a Provider Insolvency Event occurs; or

17.10.4 the Provider is in persistent or repetitive breach of the Quality Requirements; or

17.10.5 the Provider is in material breach of any regulatory compliance standards issued by any Regulatory or Supervisory Body or has been issued any warning notice under section 29 or 29A of the 2008 Act, or termination is otherwise required by any Regulatory or Supervisory Body; or

17.10.6 the Provider has been issued with any enforcement or penalty notice under the DPA 2018, or the Provider or any member of Staff is found guilty or admits guilt in respect of an offence under the DPA 2018, in relation to any matter connected with this Contract or the Services; or

17.10.7 two or more Exception Reports are issued to the Provider under GC9.20 (*Contract Management*) within any rolling 6 month period which are not disputed by the Provider, or if disputed, are upheld under Dispute Resolution; or

17.10.8 the Provider does not comply with GC24.2 (*Change in Control*) or GC24.5 (*Change in Control*) and fails to remedy that breach within 20 Operational Days following receipt of a notice from the Co-ordinating Commissioner identifying the breach; or

17.10.9 there is:

17.10.9.1 a Provider Change in Control and, within 30 Operational Days after having received the Change in Control Notification, the Co-ordinating Commissioner reasonably determines that, as a result of that Provider Change in Control, there is (or is likely to be) an adverse effect on the ability of the Provider to provide the Services in accordance with this Contract; or

17.10.9.2 a breach of GC24.9.1 (*Change in Control*); or

17.10.9.3 a breach of GC24.9.2 (*Change in Control*) and the Provider has not replaced the Material Sub-Contractor within the relevant period specified in the notice served upon the Provider under GC24.10 (*Change in Control*); or

17.10.9.4 a Material Sub-Contractor Change in Control and the Provider has not replaced the Material Sub-Contractor within the relevant period specified in the notice served on the Provider under GC24.8.3 (*Change in Control*); or

17.10.10 the Provider:

17.10.10.1 fails to obtain any Consent; or

17.10.10.2 loses any Consent; or

17.10.10.3 has any Consent varied or restricted,

and that is reasonably considered by the Co-ordinating Commissioner to have a material adverse effect on the provision of the Services; or

17.10.11 the Provider fails materially to comply with the requirements of GC23 (*NHS Identity, Marketing and Promotion*); or

17.10.12 the Provider has breached any of its obligations under SC1 (*Compliance with the Law and the NHS Constitution*) in any material respect, and the Provider has not remedied that breach within 40 Operational Days following receipt of notice from the Co-ordinating Commissioner identifying the breach; or

17.10.13 the Provider has breached the terms of GC26 (*Prohibited Acts*); or

17.10.14 the Provider Licence for the Provider or any Material Sub-Contractor is revoked, varied or restricted; or

17.10.15 the Provider breaches the terms of GC12 (*Assignment and Sub-Contracting*); or

17.10.16 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/Determination); or

17.10.17 any warranty given by the Provider under GC25.1 (*Warranties*) is found to be materially untrue or misleading; or

17.10.18 the Co-ordinating Commissioner reasonably believes that the circumstances set out in either regulation 73(1)(b) of the Public Contracts Regulations 2015, or any equivalent provisions under the NHS Provider Selection Regime, apply.

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 If, as a result of termination of this Contract or of any Service following service of notice by the Co-ordinating Commissioner under GC17.10 (*Termination*), any Commissioner procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Provider for providing the same Service, then that Commissioner, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Co-ordinating Commissioner in respect of that termination) the excess cost and all reasonable related administration costs it incurs (in each case) in respect of the period of 6 months following termination.

18.3 On or pending expiry or termination of this Contract or termination of any Service the Co-ordinating Commissioner, the Provider, and if appropriate any successor provider, will agree a Succession Plan.

18.4 For a reasonable period before and after termination of this Contract or of any Service, and where reasonable and appropriate before and after the expiry of this Contract, the Provider must:

18.4.1 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, and to avoid any inconvenience or any risk to the health and safety of Service Users or employees of any Commissioner or members of the public; and

18.4.2 at the reasonable cost and reasonable request of the Co-ordinating Commissioner:

18.4.2.1 promptly provide all reasonable assistance and information to the extent necessary to effect an orderly assumption of the terminated Services by a successor provider;

18.4.2.2 deliver to the Co-ordinating Commissioner all materials, papers, documents, and operating manuals owned by the Commissioners and used by the Provider in the provision of any terminated Services; and

18.4.2.3 use all reasonable efforts to obtain the consent of third parties to the assignment, novation or termination of existing contracts between the Provider and any third party which relate to or are associated with the terminated Services.

18.5 On and pending expiry or termination of this Contract, or termination of any Service, the Parties must:

18.5.1 implement and comply with their respective obligations under the Succession Plan; and

18.5.2 use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users or prospective service users as a result of the expiry or termination of this Contract or any Service.

18.6 Each Commissioner must pay the Provider pro rata in accordance with SC36 (*Payment Terms*) for any Services properly delivered by the Provider following expiry or termination of this Contract, or termination of any Service, until the Provider ceases to provide those Services.

18.7 On expiry or termination of this Contract or termination of any Service:

18.7.1 the Commissioners must ensure that no further Service Users who require any expired or terminated Service are referred to the Provider;

18.7.2 the Provider must stop accepting any Referrals that require any expired or terminated Service; and

18.7.3 subject to any appropriate arrangements made under GC18.4 and 18.5, the Provider must immediately cease its treatment of Service Users requiring the expired or terminated Service, and/or arrange for their transfer or discharge as soon as is practicable,

in accordance with Good Practice and the Succession Plan.

18.8 If termination of this Contract or of any Service takes place with immediate effect in accordance with GC17 (*Termination*), and the Provider is unable or not permitted to continue to provide any affected Service under any Succession Plan, or implement arrangements for the transition to a successor provider, the Provider must co-operate fully with the Co-ordinating Commissioner and any relevant Commissioners to ensure that:

18.8.1 any affected Service is commissioned without delay from an alternative provider; and

18.8.2 there is no interruption in the availability to the relevant Commissioners of any CRS or Essential Services.

18.9 On and pending expiry or termination of this Contract, or termination of any Service, any arrangements set out in Schedule 2I (*Exit Arrangements*) will apply.

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.

GC20 Confidential Information of the Parties

20.1 Except as this Contract otherwise provides Confidential Information is owned by the disclosing Party and the receiving Party has no right to use it.

20.2 Subject to GC20.3 and 20.4, the receiving Party agrees:

20.2.1 to use the disclosing Party's Confidential Information only in connection with the receiving Party's performance under this Contract;

20.2.2 not to disclose the disclosing Party's Confidential Information to any third party or to use it to the detriment of the disclosing Party; and

20.2.3 to maintain the confidentiality of the disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the disclosing Party.

20.3 The receiving Party may disclose the disclosing Party's Confidential Information:

20.3.1 in connection with any Dispute Resolution;

20.3.2 in connection with any litigation between the Parties;

20.3.3 to comply with the Law;

20.3.4 to any appropriate Regulatory or Supervisory Body;

20.3.5 to its staff, who in respect of that Confidential Information will be under a duty no less onerous than the receiving Party's duty under GC20.2;

20.3.6 to NHS Bodies for the purposes of carrying out their duties;

20.3.7 as permitted under or as may be required to give effect to GC9 (*Contract Management*);

20.3.8 as permitted under or as may be required to give effect to SC24 (*NHS Counter-Fraud Requirements*); and

20.3.9 as permitted under any other express arrangement or other provision of this Contract.

20.4 The obligations in GC20.1 and 20.2 will not apply to any Confidential Information which:

20.4.1 is in or comes into the public domain other than by breach of this Contract;

20.4.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or

20.4.3 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.

20.5 Subject to GC25.1.3 and GC25.2.3 (*Warranties*), the disclosing Party does not warrant the accuracy or completeness of the Confidential Information.

20.6 The receiving Party must indemnify the disclosing Party and keep the disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the disclosing Party as a result of any breach of this GC20.

20.7 The Parties acknowledge that damages would not be an adequate remedy for any breach of this GC20 by the receiving Party, and in addition to any right to damages the disclosing Party will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this GC20.

20.8 This GC20 will survive the expiry or the termination of this Contract for a period of 5 years.

20.9 This GC20 will not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

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

Information Governance – General Responsibilities

21.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, 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 in accordance with, and comply with the mandatory requirements of, the NHS Data Security and Protection Toolkit, as applicable to the Services and the Provider's organisation 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;

21.3.3 where required by Data Protection Legislation, nominate a Data Protection Officer;

21.3.4 ensure that the Co-ordinating Commissioner is kept informed at all times of the identities and contact details of the Information Governance Lead, Data Protection Officer, Caldicott Guardian and the Senior Information Risk Owner; and

21.3.5 ensure that NHS England and NHS Digital are kept informed at all times of the identities and contact details of the Information Governance Lead, Data Protection Officer, Caldicott Guardian and the Senior Information Risk Owner via the NHS Data Security and Protection Toolkit.

21.4 The Provider must adopt and implement the National Data Guardian's Data Security Standards and must comply with further Guidance issued by the Department of Health and Social Care, NHS England and/or NHS Digital pursuant to or in connection with those standards. The Provider must be able to demonstrate its compliance with those standards in accordance with the requirements and timescales set out in such Guidance, including 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 Data Security and Protection Toolkit 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 Data Security and Protection Toolkit 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. If the Provider is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then as soon as reasonably practical and in any event on or before the first such notification is made the Provider must inform the Co-ordinating Commissioner of the Personal Data Breach. This GC21.7 does not require the Provider to provide the Co-ordinating Commissioner with information which identifies any individual affected by the Personal Data Breach where doing so would breach Data Protection Legislation.

Data Protection

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, Privacy Notices, and to disseminate nationally-produced patient information materials. Any failure by the Provider to inform Service Users as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Contract cannot be relied on by the Provider as evidence that such use is unlawful and therefore not contractually required.

21.9 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and the ICO Guidance on Data Controllers and Data Processors and any further Data Guidance from a Regulatory or Supervisory Body. The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor. The Parties have indicated in the Particulars whether they consider the Provider to be a Data Processor on behalf of one or more of the Commissioners for the purposes of this Contract.

21.10 The Provider must ensure that all Personal Data processed by or on behalf of the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance.

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.

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 legal 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.

The Provider as a Data Processor

21.14 Where the Provider, in the course of delivering the Services, acts as a Data Processor on behalf of a Commissioner, the provisions of Annex B to the Service Conditions (*Provider Data Processing Agreement)* and Schedule 6F (*Data Processing Services*) will apply.

Responsibilities when engaging Sub-Contractors

21.15 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.

21.16 Without prejudice to GC12 (*Assignment and Sub-Contracting*), if the Provider is to require any Sub-Contractor to act as a Data Processor on its behalf, the Provider must:

21.16.1 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;

21.16.2 carry out and and record appropriate due diligence before the Sub-Contractor processes any Personal Data in order to demonstrate compliance with Data Protection Legislation; and

21.16.3 as far as practicable include in the terms of the sub-contract terms equivalent to those set out in Annex B to the Service Conditions (*Provider Data Processing Agreement*) and in any event ensure that the Sub-Contractor is engaged under the terms of a binding written agreement requiring the Sub-Contractor to:

21.16.3.1 process Personal Data only in accordance with the Provider's instructions as set out in the written agreement, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Data Processor shall inform the Provider of that requirement before processing takes place, unless this is prohibited by law on the grounds of public interest;

21.16.3.2 ensure that persons authorised to process the Personal Data on behalf of the Sub-Contractor have committed themselves to confidentiality or are under appropriate statutory obligations of confidentiality;

21.16.3.3 comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018;

21.16.3.4 impose obligations as set out in this GC21.16.3 on any Sub-processor appointed by the Sub-Contractor;

21.16.3.5 taking into account the nature of the processing, assist the Provider by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Provider's obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation;

21.16.3.6 assist the Provider in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Sub-Contractor;

21.16.3.7 at the choice of the Provider, delete or return all Personal Data to the Provider after the end of the provision of services relating to processing, and delete existing copies unless the Law requires storage of the Personal Data;

21.16.3.8 create and maintain a record of all categories of data processing activities carried out under the Sub-Contract, containing:

21.16.3.8.1 the name and contact details of the Data Protection Officer (where required by Data Protection Legislation to have one);

21.16.3.8.2 the categories of processing carried out on behalf of the Provider;

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

21.16.3.8.4 a general description of the technical and organisation security measures taken to ensure the security and integrity of the Personal Data processed under this Contract;

21.16.3.9 guarantee that it has technical and organisational measures in place that are sufficient to ensure that the processing complies with Data Protection Legislation and ensures that the rights of Data Subject are protected;

21.16.3.10 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

21.16.3.11 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 GC21.16.3.

21.17 The agreement required by GC21.16 must also set out:

21.17.1 the subject matter of the processing;

21.17.2 the duration of the processing;

21.17.3 the nature and purposes of the processing;

21.17.4 the type of personal data processed;

21.17.5 the categories of data subjects; and

21.17.6 the plan for return and destruction of the data once processing is complete unless the Law requires that the data is preserved.

Freedom of Information and Transparency

21.18 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:

21.18.1 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;

21.18.2 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;

21.18.3 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;

21.18.4 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;

21.18.5 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

21.18.6 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.

21.19 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.

21.20 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.

21.21 In preparing a copy of this Contract for publication under GC21.20 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.

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

NHS Data Sharing Principles

21.23 The Provider must have regard to the NHS Data Sharing Principles.

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.

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 require 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 of 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 any defective product by the Provider or any Staff or Sub-Contractor in the provision of the Services.

GC24 Change in Control

24.1 This GC24 applies to any Provider Change in Control and/or any Material Sub-Contractor Change in Control, but not to a Change in Control of a company which is a Public Company.

24.2 The Provider must:

24.2.1 as soon as possible on, and in any event within 5 Operational Days following, a Provider Change in Control; and/or

24.2.2 immediately on becoming aware of a Material Sub-Contractor Change in Control,

notify the Co-ordinating Commissioner of that Change in Control and submit to the Co-ordinating Commissioner a completed Change in Control Notification.

24.3 If the Provider indicates in the Change in Control Notification an intention or proposal to make any consequential changes to its operations then, to the extent that those changes require a change to the terms of this Contract in order to be effective, they will only be effective when a Variation is made in accordance with GC13 (*Variations*). The Co-ordinating Commissioner will not and will not be deemed by a failure to respond or comment on the Change in Control Notification to have agreed to or otherwise to have waived its rights under to GC13 (*Variations*) in respect of that intended or proposed change.

24.4 The Provider must specify in the Change in Control Notification any intention or proposal to make a consequential change to its operations which would or would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this Contract. If the Provider does not do so it will not be entitled to propose a Variation in respect of that for a period of 6 months following the date of that Change in Control Notification, unless the Co-ordinating Commissioner agrees otherwise.

24.5 If (and subject always to GC24.3) the Provider does not specify in the Change in Control Notification an intention or proposal to sell or otherwise dispose of any legal or beneficial interest in the Provider's Premises as a result of or in connection with the Change in Control then, unless the Co-ordinating Commissioner provides its written consent to the relevant action, the Provider must:

24.5.1 ensure that there is no such sale or other disposal which would or would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this Contract; and

24.5.2 continue providing the Services from the Provider's Premises,

in each case for at least 12 months following the date of that Change in Control Notification. The provisions of this GC24.5 will not apply to an assignment by way of security or the grant of any other similar rights by the Provider consequent upon a financing or re-financing of the transaction resulting in Change of Control.

24.6 The Provider must supply (and must use its reasonable endeavours to procure that the relevant Material Sub-Contractor supplies) to the Co-ordinating Commissioner, whatever further information relating to the Change in Control the Co-ordinating Commissioner may, within 20 Operational Days after receiving the Change in Control Notification, reasonably request.

24.7 The Provider must use its reasonable endeavours to ensure that the terms of its contract with any Material Sub-Contractor include a provision obliging the Material Sub-Contractor to inform the Provider in writing on, and in any event within 5 Operational Days following, a Material Sub-Contractor Change in Control in respect of that Material Sub-Contractor.

24.8 If:

24.8.1 there is a Material Sub-contractor Change in Control; and

24.8.2 following consideration of the information provided to the Co-ordinating Commissioner in the Change in Control Notification or under GC24.6, the Co-ordinating Commissioner reasonably concludes that, as a result of that Material Sub-Contractor Change in Control, there is (or is

likely to be) an adverse effect on the ability of the Provider and/or the Material Sub-Contractor to provide Services in accordance with this Contract (and, in reaching that conclusion, the Co-ordinating Commissioner may consider any factor, in its absolute discretion, that it considers relevant to the provision of Services),

then:

24.8.3 the Co-ordinating Commissioner may, by serving a written notice upon the Provider, require the Provider to replace the relevant Material Sub-Contractor within 10 Operational Days (or other period reasonably specified by the Co-ordinating Commissioner taking into account the interests of Service Users and the need for the continuity of Services); and

24.8.4 the Provider must replace the relevant Material Sub-Contractor within the period specified under GC24.8.3; and

24.8.5 for the avoidance of doubt, the provisions of GC12 (*Assignment and Sub-Contracting*) will apply in relation to the replacement Material Sub-Contractor and, on the granting of the approval referred to in GC12 (*Assignment and Sub-Contracting*), the provisions of Schedule 5B (*Provider's Material Sub-Contracts*) will be amended accordingly.

24.9 Notwithstanding any other provision of this Contract:

24.9.1 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

24.9.2 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 Material Sub-Contractor or in any Holding Company or any of the subsidiaries (as defined in the Companies Act 2006) of a Material Sub-Contractor.

24.10 If the Provider breaches GC24.9.2, the Co-ordinating Commissioner may by serving written notice upon the Provider, require the Provider to replace the relevant Material Sub-Contractor within:

24.10.1 5 Operational Days; or

24.10.2 whatever period may be reasonably specified by the Co-ordinating Commissioner (taking into account any factors which the Co-ordinating Commissioner considers relevant in its absolute discretion, including the interests of Service Users and the need for the continuity of Services),

and the Provider must replace the relevant Material Sub-Contractor within the period specified in that notice.

24.11 Nothing in this GC24 will prevent or restrict the Provider from discussing with the Co-ordinating Commissioner a proposed Change in Control before it occurs. In those circumstances, all and any information provided to or received by the Co-ordinating Commissioner in relation to that proposed Change in Control will be Confidential Information for the purposes of GC20 (*Confidential Information of the Parties*).

24.12 Subject to the Law and to the extent reasonable the Parties must co-operate in any public announcements arising out of a Change in Control.

GC25 Warranties

25.1 The Provider warrants to each Commissioner that:

25.1.1 it has full power and authority to enter into this Contract and all governmental or official approvals and consents and all necessary Consents have been obtained and are in full force and effect;

25.1.2 its execution of this Contract does not and will not contravene or conflict with its constitution, the Provider Licence, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;

25.1.3 the copies of all documents supplied to the Commissioners or any of their advisers by or on its behalf and listed in Schedule 5A (*Documents Relied On*) from time to time are complete and their contents are true;

25.1.4 it has the right to permit disclosure and use of its Confidential Information for the purpose of this Contract;

25.1.5 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract;

25.1.6 any Material Sub-Contractor will have and maintain all Indemnity Arrangements and Consents and will deliver the subcontracted services in accordance with the Provider's obligations under this Contract;

25.1.7 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; and

25.1.8 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 Each Commissioner warrants to the Provider that:

25.2.1 it has full power and authority to enter into this Contract and all necessary approvals and consents have been obtained and are in full force and effect;

25.2.2 its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;

25.2.3 the copies of all documents supplied to the Provider or any of its advisers by it or on its behalf and listed in Schedule 5A (*Documents Relied On*) from time to time are complete and their contents are true;

25.2.4 it has the right to permit disclosure and use of its Confidential Information for the purpose of this Contract; and

25.2.5 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract.

25.3 The warranties set out in this GC25 are given on the Effective Date and repeated on every day during the Contract Term.

25.4 Each Party must notify the others within 5 Operational Days following the occurrence of any event or circumstance which would or might render any warranty on its part untrue or misleading, providing full details as appropriate.

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 GC17.10.12 (*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.

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. As soon as possible after the end of each Contract Year, the Provider must publish on its website the name and position of any Decision-Making Staff who have neither completed a declaration of interest nor submitted a nil return in respect of that Contract Year, as required of them under Managing Conflicts of Interest in the NHS. In accordance with its general obligation to comply with Data Protection Legislation under GC21.1, the Provider must ensure that an appropriate Privacy Notice is provided to Staff to enable publication of such information.

GC28 Force Majeure

28.1 This GC28 must be read in conjunction with SC31 (*Force Majeure: Service-Specific Provisions*).

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

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

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

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

28.3 The Affected Party must serve an initial written notice on the other Parties immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice

within a further 5 Operational Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of Services.

28.4 If it has complied with its obligations under GC28.2 and 28.3, 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.

28.5 The Commissioners will not be entitled to exercise their rights under the Withholding and Retention of Payment Provisions to the extent that the circumstances giving rise to those rights arise as a result of an Event of Force Majeure.

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, GC5.4.2 and GC5.18 to GC5.21 (*Staff*);

29.1.2 the Secretary of State;

29.1.3 a Regulatory or Supervisory Body

29.1.4 any CCG/ICB 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 any Service, if the matter to be enforced or the benefit to be enjoyed arises under GC5.14 to GC5.17 (*Staff*);

29.1.7 the relevant NHS Employer, if the matter to be enforced or the benefit to be enjoyed arises under GC5.18 to GC5.21 (*Staff*).

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.

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.

30.2 Each of the Parties acknowledges and agrees that in entering into this Contract it does not rely on and has no remedy in respect of any statement, representation, warranty or undertaking (if negligently or innocently made) or any person (whether a party to this Contract or not) other than as expressly set out in this Contract as a warranty or in any document agreed by the Parties to be relied on and listed in Schedule 5A (*Documents Relied On*).

30.3 Nothing in this GC30 will exclude any liability for fraud or any fraudulent misrepresentation.

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.

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.

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.

GC34 Exclusion of Partnership

34.1 Nothing in this Contract will create a partnership or joint venture or relationship of employer and employee or principal and agent between any Commissioner and the Provider.

GC35 Non-Solicitation

35.1 During the life of this Contract neither the Provider nor any Commissioner is to solicit any medical, clinical or nursing staff engaged or employed by the other without the other's prior written consent.

35.2 Subject to Guidance, it will not be considered to be a breach of GC35.1 if:

35.2.1 an individual becomes an employee of a Party as a result of a response by that individual to an advertisement placed by or on behalf of that Party for the recruitment of clinical or nursing staff or Consultants; and

35.2.2 where it is apparent from the wording of the advertisement, the manner of its publication, or otherwise that the advertisement was equally likely to attract applications from individuals who were not employees of the other Party.

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.

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.

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.

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:

18 Weeks Information information as to the Service User's rights under the NHS Constitution to access the relevant Services within maximum waiting times, as further described and explained in the NHS Constitution Handbook and Guidance

18 Weeks Referral-to-Treatment Standard in relation to Consultant-led Services, the NHS's commitment that no-one should wait more than 18 weeks from the time they are referred to the start of their treatment unless it is clinically appropriate to do so, or they choose to wait longer, as set out in the Rules Suite published by the Department of Health and Social Care (https://www.gov.uk/government/publications/right-to-start-consultant-led-treatment-within-18-weeks) and in the recording and reporting guidance published by NHS England (https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/)

1983 Act the Mental Health Act 1983

1983 Act Code the 'code of practice' published by the Department of Health and Social Care 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 Act the Care Act 2014

2014 Regulations the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014

2018 Act the Mental Health Units (Use of Force) Act 2018

2018 Act Guidance Mental Health Units (Use of Force) Act 2018: statutory guidance for NHS organisations in England and police forces in England and Wales, available at: https://www.gov.uk/government/publications/mental-health-units-use-of-force-act-2018

2018 Act Responsible Person the board-level officer of the Provider responsible for overseeing the Provider's actions to comply with the 2018 Act, identified as such in the Particulars

2022 Act the Health and Care Bill (Bill 140) once it has received royal assent

Access and Waiting Time Standard for Children and Young People with an Eating Disorder guidance on establishing and maintaining a community eating disorder service, published at: https://www.england.nhs.uk/mental-health/cyp/eating-disorders/

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: https://www.england.nhs.uk/ourwork/accessibleinfo/

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*)

Activity Management Plan a plan which, without limitation:

(i) specifies any thresholds set out in any Activity Planning Assumptions which have been breached and/or otherwise identifies any unexpected or unusual patterns of Referrals and/or Activity in relation to the relevant Commissioners;

(ii) includes the findings of any Joint Activity Review;

(iii) includes an analysis of the causes and factors that contribute to the unexpected or unusual patterns of Referrals and/or Activity;

(iv) includes specific locally agreed actions and timescales by which those actions must be met and completed by the Provider and/or the relevant Commissioners in order to restore levels of Referrals and/or Activity to within agreed thresholds;

(v) (except in respect of unexpected or unusual patterns of Referrals and/or Activity caused wholly or mainly as a result of the exercise by Service Users of their legal rights to choice) includes the consequences for the Provider and/or the relevant Commissioners for breaching or failing to implement the Activity Management Plan; and

(vi) (except in respect of unexpected or unusual patterns of Referrals and/or Activity caused wholly or mainly as a result of the exercise by Service Users of their legal rights to choice) may specify the immediate consequences (whether in relation to payment for Services delivered or to be delivered or otherwise) in relation to the identified unexpected or unusual patterns of Referrals and/or Activity

Activity Planning Assumptions the ratios and/or obligations, consistent with the relevant Indicative Activity Plan, to be met and satisfied by the Provider in relation to Service User flows and Activity following initial assessment regarding the Services, as identified in Schedule 2C (*Activity Planning Assumptions*) and/or as notified by the Commissioner to the Provider in accordance with SC29.7

Activity Query Notice a notice setting out in reasonable detail a query on the part of the Co-ordinating Commissioner or the Provider in relation to levels of Referrals and/or Activity

Actual Annual Value for the relevant Contract Year the aggregate of all payments made to the Provider under this Contract in respect of all Services delivered in that Contract Year (excluding VAT and after any deductions, withholdings or set-off), as reconciled under SC36 (*Payment Terms*)

Actual Monthly Value where no Expected Annual Contract Value has been agreed for the relevant month the aggregate of all payments made to the Provider under this Contract in respect of all Services delivered in that month (excluding VAT but before any deductions, withholdings or set-off), as reconciled under SC36 (*Payment Terms*)

Adalimumab Framework the NHS National Framework Agreement for the Supply of Adalimumab for NHS England, pursuant to tender reference CM/PHR/18/5567, notified by NHS England, through which the Provider can call off supplies of adalimumab from specified suppliers

A-EQUIP Guidance the model of clinical midwifery supervision published by NHS England and available at: https://www.england.nhs.uk/publication/a-equip-a-model-of-clinical-midwifery-supervision/

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

Agenda for Change the single pay system in operation in the NHS, which applies to all directly-employed NHS staff with the exception of doctors, dentists and some very senior managers

Alcohol and Tobacco Brief Interventions Guidance the guidance published by Public Health England at: https://www.gov.uk/government/publications/preventing-ill-health-commissioning-for-quality-and-innovation

Aligned Payment and Incentive Rules the rules set out in section 3 of the National Tariff

Antimicrobial Stewardship Toolkit for English Hospitals the document entitled *Start Smart – Then Focus*, published by Public Health England and available at: https://www.gov.uk/government/publications/antimicrobial-stewardship-start-smart-then-focus

Approved Research Study a clinical research study:
(i) which is of clear value to the NHS;
(ii) which is subject to high quality peer review (commensurate with the size and complexity of the study);
(iii) which is subject to NHS research ethics committee approval where relevant;
(iv) which meets all the requirements of any relevant Regulatory or Supervisory Body; and
(v) in respect of which research funding is in place compliant with NHS Treatment Costs Guidance

Armed Forces Covenant the armed forces covenant guidance document and the *Armed forces covenant: today and tomorrow* document outlining actions to be taken, available at: https://www.gov.uk/government/publications/the-armed-forces-covenant

Auditor an appropriately qualified, independent third party auditor appointed by the Co-ordinating Commissioner in accordance with GC15.8 (*Governance, Transaction Records and Audit*)

Authorised Person the Co-ordinating Commissioner and each Commissioner or their authorised representatives, any body or person concerned with the treatment or care of a Service User approved by the Co-ordinating Commissioner or the relevant Commissioner, and (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body

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

Best Practice Tariff a pricing arrangement designed to incentivise quality and cost-effective care, as described in section 5.4 of the National Tariff

Block Arrangement an arrangement described in Schedule 3A (*Local Prices*), 3B (*Local Variations*) or 3C (*Local Modifications*) under which an overall fixed price is agreed which is not varied as a result of any changes in Activity levels

Board Assurance Framework for Seven Day Hospital Services the framework for use by acute hospital providers in measuring their progress in implementing seven-day hospital services, as published by NHS England at https://www.england.nhs.uk/publication/seven-day-services-clinical-standards/

Broad-Spectrum Antibiotic Usage the number of defined daily doses of broad-spectrum antibiotics from the World Health Organisation Watch and Reserve lists dispensed by the Provider to NHS patients undergoing care on an outpatient, day case or inpatient basis during a Contract Year, per 1000 admissions of NHS patients during the same Contract Year, calculated in accordance with the more detailed definition in the AMR Local Indicators database, available at: https://fingertips.phe.org.uk/profile/amr-local-indicators/data#page/1

Broad-Spectrum Antibiotic Usage 2018 Baseline the number of defined daily doses of broad-spectrum antibiotics from the World Health Organisation Watch and Reserve lists dispensed by the Provider to NHS patients undergoing care on an outpatient, day case or inpatient basis during 2018, per 1000 admissions of NHS patients during 2018, calculated in accordance with the more detailed definition in the AMR Local Indicators database, available at: https://fingertips.phe.org.uk/profile/amr-local-indicators/data#page/1

Business Continuity Plan the Provider's plan for continuity of all of the Services in adverse circumstances, in accordance with the NHS England Business Continuity Management Framework (Service Resilience) published at https://www.england.nhs.uk/ourwork/epr/bc/ 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 and Treatment Review a review of a Service User undertaken in accordance with Care and Treatment Review Guidance, including a Care, Education and Treatment Review for a child or young person

Care and Treatment Review Guidance the guidance documents for commissioners and providers on Care and Treatment Reviews, and on Care, Education and Treatment Reviews for children and young people, published by NHS England at:
https://www.england.nhs.uk/publication/care-and-treatment-reviews-policy-and-guidance/

Care Connect APIs the seventeen resource APIs listed at: https://nhsconnect.github.io/CareConnectAPI/

Care Transfer Plan an appropriately detailed and comprehensive plan relating to the transfer of and/or discharge from care of a Service User, to ensure a consistently high standard of care for that Service User is at all times maintained

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

Category 1 Interventions interventions which should not be routinely commissioned or performed, described as Category 1 Interventions in Evidence-Based Interventions Guidance

Category 2 Interventions interventions which should only be routinely commissioned or performed when specific criteria are met, described as Category 2 Interventions in Evidence-Based Interventions Guidance

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 consent

Change in Control Notification a notification in the form of the template to be found via: http://www.england.nhs.uk/nhs-standard-contract/ completed as appropriate

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

Child Protection Information Sharing Project a project to improve the way that health and social care services work together across England to protect vulnerable children: https://digital.nhs.uk/services/child-protection-information-sharing-project

Child Sexual Abuse and Exploitation Guidance the *Child Sexual Exploitation: Health Working Group Report* and the Department of Health and Social Care'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

Clinic Letter a summary of information relevant to the Service User to be produced by the Provider following outpatient clinic attendance, which must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, consistent with the standards published by the Professional Record Standards Body at: https://theprsb.org/standards/

Clinical Commissioning Group or **CCG** a clinical commissioning group as defined in Section 1I of 2006 Act

Clinical Networks groups of commissioners and providers of health or social care concerned with the planning and/or delivery of integrated health or social care across organisational boundaries, whether on a national, regional or local basis

Code of Conduct for Data-Driven Health and Care Technology the principles published by DHSC to enable the development and adoption of safe, ethical and effective data-driven health and care technologies, available at: https://www.gov.uk/government/publications/code-of-conduct-for-data-driven-health-and-care-technology/initial-code-of-conduct-for-data-driven-health-and-care-technology

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

Commencement Date the date that a section or a paragraph of a schedule of the 2022 Act comes into force

Commercial Contract Research Study a research project that is fully sponsored and fully funded by a commercial company

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/data-services/commissioning-flows/

Commissioner Documents the documents listed in Schedule 1B (*Commissioner Documents*)

Commissioner Deliverables all documents, products and materials developed by any 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 Earliest Termination Date the date referred to as such in the Particulars

Commissioner Notice Period the period specified as such in the Particulars

Commissioner Representative a person identified as such in the Particulars

Compliant Ambulance Vehicle Supply Contract

(i) (for base vehicle purchases) a contract with a supplier entered into by the Provider pursuant to the mini-competition conducted by NHS England (reference CCZJ19A03) under Lot 7 of the Crown Commercial Service Vehicle Purchase framework agreement RM6060; or

(ii) (for vehicle conversions) a contract with a supplier entered into by the Provider pursuant to the mini competition conducted by NHS England under Lot 1 of the NHS National Agreement for the Supply of Ambulance Vehicle Conversions framework agreement 2020/S 240-594961

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

Consultant a person employed or engaged by the Provider of equivalent standing and skill as a person appointed by an NHS Body in accordance with the Law governing the appointment of consultants

Consultant-led Service a Service for which a Consultant retains overall clinical responsibility (without necessarily being present at each Service User appointment), and in respect of which Referrals of Service Users are made directly to a named Consultant

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

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/

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

Core Skills Training Framework the framework which sets out national minimum standards for statutory and mandatory training for clinical and non-clinical staff employed or engaged by providers of healthcare services, available at: https://skillsforhealth.org.uk/info-hub/statutory-mandatory-core-skills-training-framework-cstf/

COSOP the Cabinet Office Statement of Practice Staff Transfers in the Public Sector January 2000 available at https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector

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

CQC Regulations the Care Quality Commission (Registration) Regulations 2009

CQUIN the Commissioning for Quality and Innovation scheme, given effect through the Aligned Payment and Incentive Rules within the National Tariff

CQUIN Guidance guidance on the application and operation of CQUIN 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 Schedule 3E (*CQUIN*)

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 Schedule 3E (*CQUIN*)

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 Query Notice a notice prepared by or on behalf of any Commissioner setting out in reasonable detail the reasons for challenging or querying a CQUIN Performance Report

CQUIN Reconciliation Account an account prepared by or on behalf of the Provider which:

(i) 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, as recorded in the relevant CQUIN Performance Reports;
(ii) confirms the payments on account already made to the Provider in respect of CQUIN for the relevant Contract Year;
(iii) may correct the conclusions of any previous reconciliation account; and
(iv) must identify any reconciliation payments now due from the Provider to any Commissioner, or from any Commissioner to the Provider

Critical Care healthcare or treatment at a higher level or more intensive level than is normally provided in an acute ward (often to support one or more of a patient's organs) and normally forming part of a comprehensive acute care pathway, but which may be required in other circumstances alone or together with Emergency Care

CRS commissioner requested services, as defined in CRS Guidance

CRS Guidance the Guidance published by NHS England in relation to commissioner requested services, available at: https://www.england.nhs.uk/licensing-and-oversight-of-independent-providers/information-for-commissioners/

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

Data Controller has the same meaning as "Controller" in the Data Protection Legislation

Data Guidance any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Contract or not) to the extent published and publicly available or their existence or contents have been notified to the Provider by the Co-ordinating Commissioner and/or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, the UK Health Security Agency and the Information Commissioner

Data Landing Portal the secure and confidential portal hosted by NHS Digital for the receipt of electronic submissions of local patient-level datasets from providers, available at: https://digital.nhs.uk/services/data-landing-portal

Data Landing Portal Acceptable Use Statement the acceptable use statement published by NHS Digital which sets out requirements on providers relating to the use of the Data Landing Portal, available at: https://digital.nhs.uk/services/data-landing-portal

Data Loss Event any event that results, or may result, in unauthorised processing of Personal Data held by the Provider under this Contract or Personal Data for which the Provider has responsibility under this Contract including without limitation actual or potential loss, destruction, corruption or inaccessibility of Personal Data, including any Personal Data Breach

Data Processing Services the data processing services described in Schedule 6F (*Data Processing Services*)

Data Processor has the same meaning as "Processor" in the Data Protection Legislation

Data Protection Impact Assessment an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data

Data Protection Legislation

(i) the UK GDPR

(ii) the DPA 2018

(iii) all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations 2003

Data Protection Officer has the meaning given to it in Data Protection Legislation

Data Quality Improvement Plan or **DQIP** an agreed plan setting out specific data and information improvements to be achieved by the Provider in accordance with the timescales set out in that plan (which may comprise or include any DQIP agreed in relation to a Previous Contract) as appended at Schedule 6B (*Data Quality Improvement Plans*)

Data Quality Maturity Index the NHS Digital publication which assesses the completeness and quality of datasets submitted nationally by individual providers in relation to different services, available at: https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/data-quality

Data Subject has the meaning given to it in Data Protection Legislation

Data Subject Access Request a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data

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

DCB0160 the standard defined in *Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems*, available at: https://digital.nhs.uk/services/solution-assurance/the-clinical-safety-team/clinical-risk-management-standards

Death of a Service User Policy a policy that complies with Good Practice and the Law, and which details the procedures which the Provider is to follow in the event of the death of a Service User while in the Provider's care

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

Decision-Making Staff has the meaning given to it in Managing Conflicts of Interest in the NHS

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

Delivering a 'Net Zero' National Health Service the report setting out the NHS's commitment to achieving net zero carbon emissions, published by NHS England at: https://www.england.nhs.uk/greenernhs/publication/delivering-a-net-zero-national-health-service/

Delivery Method
(i) in respect of communications with a Service User's GP, direct automatic transfer onto the GP practice electronic patient record system through a suitable secure interface such as Message Exchange for Social Care and Health (details available at https://digital.nhs.uk/services/message-exchange-for-social-care-and-health-mesh); or
(ii) in respect of communications with any other Referrer or with any third party provider of health or social care, either direct automatic transfer onto that party's electronic patient record system through a suitable secure interface or secure email using an NHS secure account or equivalent, as required or permitted by the relevant Transfer of and Discharge from Care Protocol

Department of Health and Social Care or **DHSC** the Department of Health and Social Care in England of HM Government and its predecessor departments, or such other body superseding or replacing it from time to time and/or the Secretary of State

Development Plan for Personalised Care the agreed plan describing actions which the Provider and/or the Commissioners will take, aimed at ensuring that Service Users have choice and control over the way their care is planned and delivered, as set out in Schedule 2M (*Development Plan for Personalised Care*)

Direction Letter/Determination a letter or determination 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 or Section 25(5) of the Public Service Pensions Act 2013) to the Provider (or any Sub-Contractor, as appropriate), setting out the terms on which the Provider (or any 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)

Directly Bookable in relation to any Service, the Provider's patient administration system being compliant with and able to communicate with the NHS e-Referral Service enabling available appointment slots to show on the NHS e-Referral Service, thereby enabling a Referrer or Service User to book a Service User appointment directly onto the Provider's patient administration system

Directory of Service a directory of information that describes the services that organisations offer, provides a window through which providers can display their services and enables referring clinicians to search for clinically appropriate services to which they can refer service users

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 which, for discharges from inpatient, day case or A+E Services, must be a structured message capable of carrying both human readable narrative and coded (SNOMED CT) information, consistent with the standards published by the Professional Record Standards Body at: https://theprsb.org/standards/ and, in relation to discharges from inpatient acute care, with the Transfer of Care – Acute Inpatient Discharge Information Standard (DAPB4042), published by NHS Digital at https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/dapb4042-transfer-of-care-acute-inpatient-discharge

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 2018 the Data Protection Act 2018

Early Intervention in Psychosis Scoring Matrix the quality improvement and accreditation scoring matrix published by the Royal College of Psychiatrists at: https://www.rcpsych.ac.uk/improving-care/ccqi/national-clinical-audits/national-clinical-audit-of-psychosis/EIP-spotlight-audit-resources

EDS the Equality Delivery System for the NHS, available at: https://www.england.nhs.uk/about/equality/equality-hub/eds/

Education, Health and Care Needs Assessment a joint assessment by the relevant professionals of the healthcare and social care needs of a child or young person, required under the Special Educational Needs and Disability Regulations 2014

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

Elective Care pre-arranged, non-emergency care including scheduled operations provided by medical specialists (and unexpected returns to theatre and/or admissions to Critical Care units) in a hospital or other secondary care setting

Emergency Care healthcare or treatment for which a Service User has an urgent clinical need (assessed in accordance with Good Practice and which is in the Service User's best interests)

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' 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: https://digital.nhs.uk/binaries/content/assets/website-assets/data-collections/epaccsreq.pdf

e-Prescribing use of electronic systems to facilitate and enhance the communication of a prescription or medicine order, aiding the choice, administration and supply of a medicine through knowledge and decision support and providing a robust audit trail for the entire medicines use processes

e-Procurement Guidance Department of Health and Social Care guidance in *NHS E-Procurement Strategy* available at: http://www.gov.uk/government/collections/nhs-procurement

EPRR Guidance the emergency preparedness, resilience and response guidance published by NHS England, including:
(i) *NHS Emergency Preparedness, Resilience and Response Framework;*
(ii) *NHS Core Standards for Emergency Preparedness, Resilience and Response (EPRR); and*
(iii) *Guidance relating to COVID-19*
available at: http://www.england.nhs.uk/ourwork/eprr/

Equipment any 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. (Note that with effect from the Commencement Date for section 22 of the 2022 Act NHS Trusts will no longer be exempt from the Provider Licence, so that this definition and all references to it will become redundant)

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. (Note that with effect from the Commencement Date for section 22 of the 2022 Act NHS Trusts will no longer be exempt from the Provider Licence, so that this definition and all references to it will become redundant)

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

Evidence-Based Interventions Guidance national guidance relating to the commissioning of interventions which are clinically inappropriate or which are appropriate only when performed in specific circumstances, published by the Academy of Medical Royal Colleges at: https://www.aomrc.org.uk/ebi/resource/

Exception Report a report issued in accordance with GC9.20 (*Contract Management*) notifying the relevant Party's Governing Body of that Party's breach of a Remedial Action Plan and failure to remedy that breach

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 Contract Year

Expected Monthly Value where an Expected Annual Contract Value has been agreed, the amount of that value paid in advance to the Provider for the month in question, as agreed under SC36.25 and Schedule 3F (*Expected Annual Contract Values*)

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

Expert the person designated to determine a Dispute in accordance with GC14.8 or 14.9 (*Dispute Resolution*)

Expert Determination Notice notice in writing showing an intention to refer a Dispute for expert determination

Expiry Date the last day of the Contract Term

FFT Guidance guidance on the implementation of the NHS Friends and Family Test, available at: https://www.england.nhs.uk/fft

Final Monthly Reconciliation Date the date when the final separate SUS reconciliation reports for the relevant month are available for the Commissioners to view and use to validate reconciliation accounts received from the Provider, as advised by NHS Digital from time to time

Final Quarterly Reconciliation Date the date when the final separate SUS reconciliation reports on Activity for all three months in the relevant Quarter are available for the Commissioners to view and use to validate reconciliation accounts received from the Provider, as advised by NHS Digital from time to time

First Monthly Reconciliation Date the date when the first SUS reconciliation report on Activity for the relevant month is available for the Commissioners to view to facilitate reconciliation between the Provider and Commissioners, as advised by NHS Digital from time to time

First Quarterly Reconciliation Date the date when the first SUS separate reconciliation reports on Activity for all three months in the relevant Quarter is available for the Commissioners to view to facilitate reconciliation between the Provider and Commissioners, as advised by NHS Digital from time to time

Fit Note Guidance the guidance relating to the issue of fit notes, available at: https://www.gov.uk/government/collections/fit-note

Fixed Payment the price payable to the Provider by a Commissioner for the Services in respect of a Contract Year, as described in the Aligned Payment and Incentive Rules

FOIA the Freedom of Information Act 2000

Formulary a list of medications that are approved by the Provider on the basis of their proven efficacy, safety and cost-effectiveness to be prescribed for Service Users by the Provider's clinical Staff

Freedom To Speak Up Guardian the individual appointed by the Provider in accordance with the Department of Health and Social Care 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

Genomic Laboratory Hub an organisation which holds a contract with NHS England to arrange and/or perform genomic laboratory services for a defined geographical population, listed at: https://www.england.nhs.uk/genomics/genomic-laboratory-hubs/

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

General Condition or **GC** any of the General Conditions as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract, 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

Government Buying Standards *Government Buying Standards for Food and Catering Services* (Department of Environment, Food and Rural Affairs):
https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services

Government Prevent Strategy the policy forming part of HM Government's counter-terrorism strategy, available at:
http://www.homeoffice.gov.uk/publications/counter-terrorism/prevent/prevent-strategy/prevent-strategy-review?view=Binary

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

GP Referred Service a Service which accepts elective Referrals from GPs, as set out in NHS e-Referral Service guidance

Green Plan the plan to be produced and maintained by the Provider in accordance with Green Plan Guidance and SC18 (*Green NHS and Sustainability*)

Green Plan Guidance guidance issued by NHS England on the development, content and/implementation of an organisational Green Plan, available at:
https://www.england.nhs.uk/greenernhs/get-involved/organisations/

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
(i) *NICE Guidance 31: Care of dying adults in the last days of life, available at:*
https://www.nice.org.uk/guidance/ng31
(ii) *NICE Guidance 142: End of life care for adults: service delivery, available at:*
https://www.nice.org.uk/guidance/ng142
(iii) *NICE Guidance 61: End of life care for infants, children and young people with life-limiting conditions: planning and management, available at: h*ttps://www.nice.org.uk/guidance/ng61
(iv) *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.gov.uk/government/uploads/system/uploads/attachment_data/file/323188/One_chance_to_get_it_right.pdf
(v) and, for providers of acute services, *Transforming end of life care in acute hospitals*, available at:
https://www.england.nhs.uk/wp-content/uploads/2016/01/transforming-end-of-life-care-acute-hospitals.pdf

Guidance on Personalised Care guidance published by NHS England aimed at ensuring that people have choice and control over the way their care is planned and delivered, available at:
https://www.england.nhs.uk/publication/universal-personalised-care-implementing-the-comprehensive-model/

Guidance on Prescribing in Primary Care NHS England guidance to CCGs/ICBs to support them to fulfil their duties around appropriate use of prescribing resources, including: https://www.england.nhs.uk/publication/conditions-for-which-over-the-counter-items-should-not-routinely-be-prescribed-in-primary-care-guidance-for-ccgs/ and https://www.england.nhs.uk/medicines/items-which-should-not-be-routinely-prescribed/

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

Health Inequalities Action Plan the agreed plan describing actions which the Provider and/or Commissioners will take with the aim of reducing inequalities in access to, experience of and outcomes from the Services, as set out in Schedule 2N (*Health Inequalities Action Plan*)

Health Inequalities Lead the board-level officer of the Provider responsible for overseeing the Provider's actions to address and reduce health inequalities, identified as such in the Particulars

Health and Social Care Network the new data network for health and care organisations (replacing the previous N3 arrangements) under which providers are able to obtain network connectivity from multiple suppliers in a competitive market place, described further at: https://digital.nhs.uk/services/health-and-social-care-network

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 Research Authority the executive non-departmental public body sponsored by the Department of Health and Social Care which protects and promotes the interests of patients and the public in health and social care research

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/

Health Services Safety Investigations Body

(i) until the Commencement Date for section 93 and Schedule 13 of the 2022 Act, the Healthcare Safety Investigation Branch, being 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-ipsisexpert-advisory-group, and

(ii) with effect from the Commencement Date for section 93 and Schedule 13 of the 2022 Act, the body corporate established by section 93 and Schedule 13 of the 2022 Act

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

HEE Guidance for Placement of Doctors in Training guidance published by Health Education England setting out arrangements under which non-NHS providers providing NHS-funded services can host doctors in training, available at: https://www.hee.nhs.uk/our-work/doctors-training/guidance-placement-doctors-training-independent-sector

HEE Quality Framework the Health Education England Quality Framework, available at: https://hee.nhs.uk/our-work/quality

High Emission Vehicle a vehicle which is neither a Zero and Ultra-Low Emission Vehicle nor meets the relevant Euro 6 standard

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

HQIP the Healthcare Quality Improvement Partnership: https://www.hqip.org.uk/

HQIP Guidance guidance issued by the Healthcare Quality Improvement Partnership, available at: http://www.hqip.org.uk/

HRA the Human Rights Act 1998

HRA/NIHR Research Reporting Guidance the guidance published by the Health Research Authority and the National Institute for Health Research regarding publication by any Provider of data showing the progress of research studies in which that Provider is participating, available at: https://www.nihr.ac.uk/researchers/manage-your-funding/manage-your-project/reporting-impact.htm

IG Guidance for Serious Incidents NHS Digital's *Checklist Guidance for Information Governance Serious Incidents Requiring Investigation* June 2013, available at: https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit

Immediate Action Plan a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

Incident or Emergency an event or occurrence which:
(i) constitutes an emergency for the purposes of the Civil Contingencies Act 2004; and/or
(ii) is defined as an incident in the NHS England Emergency Preparedness, Resilience and Response Framework; and/or
(iii) constitutes an emergency under local and community risk registers; and/or
(iv) is designated as an incident under the Incident Response Plan

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 but, for the avoidance of doubt, excluding any costs incurred in remedying any breach of Data Protection Legislation

Infection Prevention Lead the Provider's officer, identified as such in the Particulars, having responsibility at Governing Body level for infection prevention, including cleanliness, as described in the Code of Practice

on the Prevention and Control of Infections; where the Provider is an NHS Trust or an NHS Foundation Trust, this individual will typically be the Director of Infection Prevention and Control

Information Breach any material failure on the part of the Provider to comply with its obligations under SC23.4 (*Service User Health Records*), SC28 (*Information Requirements*) and Schedule 6A (*Reporting Requirements*)

Information Commissioner the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to Data Protection Legislation

Information Governance Audit Guidance guidance issued by the Department of Health and Social Care 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

Integrated Care Board or ICB an integrated care board as defined in Section 14Z25 of the 2006 Act (as amended with effect from the Commencement Date of section 13 of the 2022 Act)

Integrated Care Partnership an integrated care partnership as defined in Section 116ZA of the 2006 Act (as amended with effect from the Commencement Date of section 20 of the 2022 Act)

Integrated Care System or **ICS** a collaborative arrangement through which NHS organisations, in partnership with local authorities and others, take collective responsibility for managing resources, delivering NHS standards, and improving the health of the population they serve, which it is envisaged will be replaced by an Integrated Care Board and an Integrated Care Partnership following the Commencement Dates of sections 13 and 20 of the 2022 Act

Intercollegiate Guidance in Relation to Safeguarding Training intercollegiate guidance in relation to safeguarding training, including

(i) *Safeguarding children and young people: roles and competences for health care staff*, available at: https://www.rcn.org.uk/clinical-topics/children-and-young-people/safeguarding-children-and-young-people

(ii) *Looked after children: Knowledge, skills and competences of health care staff*, available at: https://www.rcpch.ac.uk/sites/default/files/Looked_after_children_Knowledge_skills_and_competence_of_healthcare_staff.pdf; and

(iii) *Adult Safeguarding: Roles and Competencies for Health Care Staff*, available at: https://www.rcn.org.uk/professional-development/publications/pub-007069

Invoice Validation Guidance the NHS England publication *Who Pays? Information Governance Advice for Invoice Validation* December 2013, available at: https://www.england.nhs.uk/ig/in-val/invoice-validation-faqs/

IPR inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights

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

IUC Clinical Assessment Service a telephone-based urgent care clinical assessment service, commissioned to operate in conjunction with 111 services and described in the Integrated Urgent Care Service Specification published by NHS England at: https://www.england.nhs.uk/wp-content/uploads/2014/06/Integrated-Urgent-Care-Service-Specification.pdf

JI Report a report detailing the findings and outcomes of a Joint Investigation

Joint Activity Review a joint review of Activity by the Co-ordinating Commissioner and the Provider held in accordance with SC29.16 (*Managing Activity and Referrals*)

Joint Investigation an investigation into the matters referred to in a Contract Performance Notice in accordance with GC9.8 (*Contract Management*)

Joint System Plan any system-wide strategic or operational plan developed jointly by NHS bodies locally, in accordance with guidance issued by NHS England, including any plan developed by an ICB and its partner NHS Trusts and NHS Foundation Trusts made pursuant to section 14Z50 of the 2006 Act following the Commencement Date for section 19 of the 2022 Act which amends the 2006 Act

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

Learning Disability Improvement Standards the standards for the provision of healthcare services for people with learning disabilities, published by NHS England at: https://www.england.nhs.uk/learning-disabilities/about/resources/the-learning-disability-improvement-standards-for-nhs-trusts/

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

Legal Services Provider a solicitor or firm of solicitors, claims management organisation or other provider, promoter or arranger of legal services

Lester Tool the tool used to assess the cardiovascular and metabolic health of Services Users with severe mental illness, published by NHS England and the Royal College of Psychiatrists at: https://www.rcpsych.ac.uk/docs/default-source/improving-care/ccqi/national-clinical-audits/ncap-library/ncap-e-version-nice-endorsed-lester-uk-adaptation.pdf?sfvrsn=39bab4_2

LETB the local education and training board for each area in which the Provider provides the Services and any local 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. (Note that with effect from the Commencement Date for section 77 of the 2022 Act LETBs will be abolished and this definition and all references to it will become redundant)

Local Access Policy a policy, consistent with the 18 Weeks Referral-to-Treatment Standard, setting out the application of waiting time rules, the role and the rights and responsibilities of the Provider and of Service Users and describing how the Provider will manage situations where a Service User does not attend an appointment or chooses to delay an appointment or treatment, ensuring that any decisions to discharge patients after non-attendance are made by clinicians in the light of the circumstances of individual Service

Users and avoiding blanket policies which require automatic discharge to the GP following a non-attendance

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 county borough council in England, a district council in England, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly

Local Counter Fraud Specialist the accredited local counter fraud specialist nominated 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 Medical Committee the local recognised statutory committee representing GPs

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 England 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 4 (*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 at: https://www.makingeverycontactcount.co.uk/

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/

Material Sub-Contract a Sub-Contract for the delivery of any clinical or clinical support service which comprises (irrespective of financial value) all of any Service, or a significant and necessary element of any Service, or a significant and necessary contribution towards the delivery of any Service, as designated by the Co-ordinating Commissioner and listed at Schedule 5B (*Provider's Material Sub-Contracts*) from time to time

Material Sub-Contractor a Sub-Contractor under any Material Sub-Contract

Material Sub-Contractor Change in Control any Change in Control of a Material Sub-Contractor or any of its Holding Companies

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 Children and Adults*)

Medical Examiner Guidance guidance published by NHS England from time to time at: https://www.england.nhs.uk/establishing-medical-examiner-system-nhs/

Medical Examiner Office the function for scrutiny and oversight of deaths not referred to the relevant coroner, described at: https://www.england.nhs.uk/establishing-medical-examiner-system-nhs/

Medical Practitioners Assurance Framework defined as the framework published by the Independent Healthcare Providers Network, aimed at improving consistency in effective clinical governance for medical practitioners across the independent sector, available at https://www.ihpn.org.uk/resources/mpaf/

MedTech Funding Mandate Guidance guidance in relation to the adoption of and payment for innovations that are effective, deliver material savings to the NHS, are cost-saving in-year and are affordable to the NHS: https://www.england.nhs.uk/aac/what-we-do/how-can-the-aac-help-me/the-medtech-funding-mandate/

Mental Capacity and Liberty Protection Safeguards 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 (and/or, once in effect, the Liberty Protection Safeguards) (where appropriate) and associated codes of practice, identified as such in the Particulars

Mental Health Crisis Care Concordat a national agreement between services and agencies involved in the care and support of people in crisis, setting out how organisations will work together better to make sure that people get the help they need when they are having a mental health crisis: http://www.crisiscareconcordat.org.uk/

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

Midwifery Continuity of Carer Guidance guidance published by NHS England on improving continuity of carer in maternity services, available at: https://www.england.nhs.uk/publication/delivering-midwifery-continuity-of-carer-at-full-scale-guidance-21-22/

National Ambulance Vehicle Specification the national specification for emergency ambulance vehicles to be used in the provision of NHS-funded services, published by NHS England at: https://www.england.nhs.uk/wp-content/uploads/2018/09/B0356_National-specification-base-vehicle-and-conversion_October-2021.pdf

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 Clinical Audit and Patient Outcomes Programme a set of centrally commissioned national clinical audits that measure Provider performance against national quality standards or evidence-based best practice, and allows comparisons to be made between provider organisations to improve the quality and outcomes of care: https://www.hqip.org.uk/national-programmes/#.XfkmCog7JJU

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 Data Guardian's Data Security Standards the standards recommended by the National Data Guardian and approved by the Department of Health and Social Care, as set out in Annex D of *Your Data*

Better Security, Better Choice, Better Care, available at: https://www.gov.uk/government/consultations/new-data-security-standards-for-health-and-social-care

National Directive on Commercial Contract Research Studies the mandatory requirements governing participation by Providers in Commercial Research Studies, published jointly by NHS England, the National Institute for Health Research and the Health Research Authority from time to time at: https://www.nihr.ac.uk/documents/national-directive-on-commercial-contractresearch-studies/11346

National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care the document of this name published by DHSC which came into effect on 1 October 2018, available at: https://www.gov.uk/government/publications/national-framework-for-nhs-continuing-healthcare-and-nhs-funded-nursing-care

National Genomic Test Directory the document listing all of the genomic tests which are commissioned by the NHS in England, published by NHS England at: https://www.england.nhs.uk/publication/national-genomic-test-directories

National Guardian's Office the office of the National Guardian, which provides advice on the freedom to speak up guardian role and supports the freedom to speak up guardian network: https://www.nationalguardian.org.uk/

National Guardian's Office Guidance the example job description for a freedom to speak up guardian and other guidance published by the National Guardian's Office, available at: https://nationalguardian.org.uk/for-guardians/job-description/

National Guidance on Learning from Deaths guidance published by the National Quality Board to help standardise and improve the way acute, mental health and community NHS Trusts and Foundation Trusts identify, report, review, investigate and learn from deaths, and engage with bereaved families and carers, available at: https://www.england.nhs.uk/publication/national-guidance-on-learning-from-deaths/

National Institute for Health Research or **NIHR** the organisation established by the Department of Health and Social Care to transform research in the NHS

National Medical Examiner the individual appointed at national level to provide professional and strategic leadership to regional and trust-based medical examiners, as described at: https://www.england.nhs.uk/establishing-medical-examiner-system-nhs/

National Patient Safety Alert a communication on an issue critical to patient safety, issued to relevant providers of NHS-funded healthcare services using the national template and accredited process approved by the National Patient Safety Alerting Committee (as described at: https://www.england.nhs.uk/patient-safety/national-patient-safety-alerting-committee/)

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 requirements set out in Annex A (*National Quality Requirements*) to the Service Conditions as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/

National Quarterly Pulse Survey the National Quarterly Pulse Survey as defined in National Quarterly Pulse Survey Guidance

National Quarterly Pulse Survey Guidance guidance on the implementation of the National Quarterly Pulse Survey, available at: https://www.england.nhs.uk/ffl/nqps/

National Reporting and Learning System the central database of patient safety incident reports at: https://report.nrls.nhs.uk/nrlsreporting/

National Requirements Reported Centrally the requirements set out under that heading in Schedule 6A (*Reporting Requirements*)

National Requirements Reported Locally the requirements set out under that heading in Schedule 6A (*Reporting Requirements*)

National Service Specifications the Service Specifications published by NHS England for prescribed specialised services, available at: https://www.england.nhs.uk/commissioning/spec-services/npc-crg/

National Standards of Healthcare Cleanliness the cleanliness standards for healthcare providers published at: https://www.england.nhs.uk/wp-content/uploads/2021/04/B0271-national-standards-ofhealthcare-cleanliness-2021.pdf

National Tariff the national tariff as published by NHS England 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 Telephony Service the technology procured by NHS England which links a caller dialing 111 to the telephone number of either the Provider or another 111 provider

National Workforce Disability Equality Standard the workforce disability equality standard for the NHS, available at: https://www.england.nhs.uk/about/equality/equality-hub/wdes/

National Workforce Race Equality Standard the workforce race equality standard for the NHS, available at: http://www.england.nhs.uk/ourwork/gov/equality-hub/equality-standard/

Nationally Contracted Products Programme the procurement programme operated by NHS England and NHS Supply Chain which aims to consolidate purchasing power in order to purchase products on a better-value basis for NHS Trusts and Foundation Trusts, as described at: https://www.supplychain.nhs.uk/savings/nationally-contracted-products/

Negotiation Period the period of 15 Operational Days following receipt of the first offer to negotiate

Net Zero Lead the board-level officer of the Provider, identified as such in the Particulars

Never Events Policy Framework the *Never Events Policy Framework*, available at: https://www.england.nhs.uk/publication/never-events/

NEWS 2 Guidance *National Early Warning Score (NEWS) 2: Standardising the assessment of acute-illness severity in the NHS. Updated report of a working party*, Royal College of Physicians, London, 2017, available at: https://www.rcplondon.ac.uk/projects/outputs/national-early-warning-score-news-2

NEW Score the aggregate score for an individual Service User when assessed at any point using the parameters set out in NEWS 2 Guidance

NHS the National Health Service in England

NHS Body has the meaning given to it in section 275 of the 2006 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: https://webarchive.nationalarchives.gov.uk/20130513181153/http://www.nigb.nhs.uk/pubs/nhscrg.pdf

NHS Car Parking Guidance published by DHSC at: https://www.gov.uk/government/publications/nhspatient-visitor-and-staff-car-parking-principles/nhs-patient-visitor-and-staff-car-parking-principles

NHSCFA the NHS Counter Fraud Authority, the special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group

NHSCFA Requirements the counter-fraud requirements and guidance (informed by Government Functional Standard GovS 013: Counter Fraud) issued by NHSCFA and available at: https://cfa.nhs.uk/government-functional-standard/NHS-requirements

NHS Chaplaincy Guidelines *NHS England – NHS Chaplaincy Guidelines 2015: Promoting Excellence in Pastoral, Spiritual & Religious Care*, available at: https://www.england.nhs.uk/wp-content/uploads/2015/03/nhs-chaplaincy-guidelines-2015.pdf

NHS Choice Framework the framework which sets out the choices available to individuals in respect of their health care, published by DHSC at: https://www.gov.uk/government/publications/the-nhs-choice-framework

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 at: 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 Data Security and Protection Toolkit an online system which allows NHS Bodies and non-NHS providers of NHS-funded services to assess their compliance with UK GDPR and with the National Data Guardian's Data Security Standards, available at: https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit

NHS Data Sharing Principles the document which sets out guiding principles and a framework to help the NHS realise benefits for patients and the public where the NHS shares data with researchers, published by DHSC at: https://www.gov.uk/government/publications/creating-the-right-framework-to-realise-the-benefits-of-health-data/creating-the-right-framework-to-realise-the-benefits-for-patients-and-the-nhs-where-data-underpins-innovation

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

NHS Digital UEC Booking Standards the technical standards for information technology systems to enable direct electronic booking of appointments into Urgent Treatment Centre services from 111 services, published by NHS Digital at: https://developer.nhs.uk/apis/uec-appointments/

NHS Discharge Medicines Service the service provided by community pharmacy contractors, to ensure better communication of changes to a patient's medication following discharge from hospital and to reduce incidences of avoidable harm caused by medicines, as further described at: https://www.england.nhs.uk/primary-care/pharmacy/nhs-discharge-medicines-service/

NHS Discharge Medicine Service Toolkit the toolkit published by NHS England to support cross-sector implementation of the NHS Discharge Medicines Service, available at:

https://www.england.nhs.uk/publication/nhs-discharge-medicines-service-essential-service-toolkit-for-pharmacy-staff-in-community-primary-and-secondary-care/

NHS Employer has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook

NHS Employment Check Standards the pre-appointment checks that are required by Law, those that are mandated by any Regulatory or Supervisory Body policy, and those that are required for access to Service User Health Records: https://www.nhsemployers.org/topics-networks/employment-standards-and-regulation

NHS England the National Health Service Commissioning Board (renamed NHS England with effect from the Commencement Date for section 1 of the 2022 Act) established by section 1H of the 2006 Act, and/or, until the Commencement Date for sections 26 and 29 of the 2022 Act, NHS Improvement

NHS England Prevent Training and Competencies Framework the framework available at: https://www.webarchive.org.uk/wayback/archive/20171001092907/https://www.england.nhs.uk/publication/prevent-training-and-competencies-framework/

NHS England Quality Accounts List the list of national clinical audits, registries and clinical outcome review programmes in respect of which providers must report their participation as part of their annual Quality Accounts, as described in HQIP's annual publication at: https://www.hqip.org.uk/national-programmes/quality-accounts/

NHS e-Referral Guidance guidance in relation to best practice use of the NHS e-Referral Service, available at: https://digital.nhs.uk/services/nhs-e-referral-service and on management of referrals (*e-Referral Service: guidance for managing referrals*), available at: https://www.england.nhs.uk/digitaltechnology/nhs-e-referral-service/

NHS e-Referral Service the national electronic booking service that gives patients a choice of place, date and time for first hospital or clinic appointments

NHS Food Standards the standards for catering services for Service Users, visitors and Staff set out in the following publications:

(i) For patient catering: *10 key characteristics of good nutritional and hydration care (NHS England)* https://www.england.nhs.uk/commissioning/nut-hyd/10-key-characteristics/; *Nutrition and Hydration Digest (British Dietetic Association)* https://www.bda.uk.com/specialist-groups-and-branches/food-services-specialist-group/nutrition-and-hydration-digest.html; *Malnutrition Universal Screening Tool or equivalent (British Association of Parenteral and Enteral Nutrition)* http://www.bapen.org.uk/pdfs/must/must_full.pdf;

(ii) For all catering: Government Buying Standards

(iii) For staff and visitor catering - *Healthier and more sustainable catering guidance – nutrition principles (Public Health England)* https://www.gov.uk/government/publications/healthier-and-more-sustainable-catering-a-toolkit-for-serving-food-to-adults

as updated or supplemented by any additional or successor requirements published by NHS England or any secondary legislation made pursuant to section 126 of the 2022 Act on or after the Commencement Date for that section

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

NHS Guidance on Prescribing Responsibilities the document published by NHS England which describes the prescribing responsibilities of healthcare professionals from primary, secondary and tertiary care, available at: https://www.england.nhs.uk/publication/responsibility-for-prescribing-between-primary-and-secondary-tertiary-care/

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: https://www.england.nhs.uk/nhsidentity/, 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 Internet First Policy the national policy under which all externally accessible health and social care digital services must be securely accessible over the public internet, as further described at: https://digital.nhs.uk/services/internet-first

NHS Model Employer Strategy the NHS Workforce Race Equality Standard leadership strategy, aimed at increasing black and minority ethnic representation at senior levels across the NHS, available at: https://www.england.nhs.uk/publication/a-model-employer/

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

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), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), and the National Health Service Pension Scheme Regulations 2015 (SI 2015/94)

NHS People Plan the document published by NHS England at: https://www.england.nhs.uk/ournhspeople/

NHS Premises Assurance Model or **PAM** the toolkit which allows NHS Trusts and NHS Foundation Trusts to assess how efficiently they run their estate and facilities, published by NHS England at: https://www.england.nhs.uk/nhs-premises-assurance-model/

NHS Provider Selection Regime the regime governing the selection of providers of NHS-funded clinical services, established by regulations made under section 12ZB of the 2006 Act

NHS Serious Incident Framework NHS England's serious incident framework, available at: https://www.england.nhs.uk/patient-safety/serious-incident-framework/

NHS Smoking Cessation Advance Service the service provided by community pharmacies, described at https://www.nhsbsa.nhs.uk/pharmacies-gp-practices-and-appliance-contractors/dispensing-contractors-information/smoking-cessation-advance-service-referral-secondary-care-community-pharmacy

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

NHS Supply Chain the function operated by Supply Chain Coordination Limited on behalf of the Secretary of State for Health and Social Care, providing a dedicated supply chain to the NHS in England

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 Terms and Conditions of Service Handbook the handbook of NHS terms and conditions of service, available at: http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook

NHS Treatment Costs Guidance

(i) *Attributing the costs of health and social care Research & Development* (AcoRD), available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/140054/dh_133883.pdf;

(ii) HSG (97) 32, available at: http://webarchive.nationalarchives.gov.uk/+/http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Healthserviceguidelines/DH_4018353; and

(iii) *Excess treatment costs: Guidance on the national management model for England*, available at: https://www.england.nhs.uk/publication/excesstreatment-costs-guidance-on-the-national-management-model-for-england/

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

NHS Violence Prevention and Reduction Standard the risk-based framework which supports NHS staff to work in a safe and secure environment which safeguards against abuse, aggression and violence, available at: https://www.england.nhs.uk/publication/violence-prevention-and-reduction-standard/

NHS Website https://www.nhs.uk/

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 the person responsible for supervising the management of the Services, being:

(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)

Non-elective Care care which is unplanned and which may include:

(i) Critical Care, whether or not provided with Emergency Care;

(ii) Emergency Care; and

(iii) healthcare or treatment provided to a Service User without prior schedule or referral, whether or not it is also Emergency Care

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

Ockenden Review the emerging findings and recommendations from the independent review of maternity services at the Shrewsbury and Telford Hospital NHS Trust, published by DHSC at: https://www.gov.uk/government/publications/ockenden-review-of-maternity-services-at-shrewsbury-and-telford-hospital-nhs-trust

ODS the NHS Organisation Data Service that is responsible for:
(i) the publication of all organisation and practitioner codes;
(ii) the development of national policy and standards relating to organisation and practitioner codes; and
(iii) the development of national reference organisation data

Open API Policy and Guidance the following publications:
(i) the policy on Open Application Programming Interfaces, published by NHS England at: https://www.england.nhs.uk/digitaltechnology/connecteddigitalsystems/interoperability/open-api/; and
(ii) guidance on the NHS Standard Contract requirements on discharge summaries and clinic letters and on interoperability of clinical IT systems, published by NHS England at: https://www.england.nhs.uk/publication/guidance-on-the-nhs-standard-contract-requirements-on-discharge-summaries-and-clinic-letters-and-on-interoperability-of-clinical-it-systems/

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

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 at:
https://www.gov.uk/government/publications/guidance-on-overseas-visitors-hospital-charging-regulations
and
https://www.england.nhs.uk/publication/improving-systems-for-cost-recovery-for-overseas-visitors/

Overseas Visitor Charging Regulations the regulations made by the Secretary of State under section 175 of the National Health Service Act 2006, available at:
http://www.legislation.gov.uk/uksi/2015/238/contents/made, http://www.legislation.gov.uk/uksi/2017/756/contents/made, and
https://www.legislation.gov.uk/uksi/2020/1423/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

Partnership Agreement an arrangement between a Local Authority and an NHS Body made under section 75 of the 2006 Act for the provision of combined health or social services and/or under section 10 of the Children Act 2004 to promote co-operation with a view to improving the well-being of children

Patient Pocket Money monies that the Provider and the Co-ordinating Commissioner agree from time to time may be paid by the Provider to a Service User to purchase sundry items and services

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

Patient Safety Specialist the individual designated by the Provider to provide leadership and visibility and expert support to patient safety in relation to the Services, as described in the NHS Patient Safety Strategy available at: https://www.england.nhs.uk/patient-safety/patient-safety-specialists/

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 Data Protection Legislation

Personal Data Breach has the meaning given to it in Data Protection Legislation

Personalised Care and Support Plan a plan for care and support for a Service User, developed by the Provider, in partnership with a Service User and/or their Carer or Legal Guardian (as appropriate), and in association with other relevant providers of health and social care which:

(i) records the health and wellbeing outcomes which the Service User wishes to achieve, following a personalised conversation about what matters to them;

(ii) records the support available to them, whether through NHS or Local Authority services, local voluntary and charitable sector services, through personal connections or otherwise, to help them build the knowledge, skills and confidence to manage their health and well-being;

(iii) pays proper attention to the Service User's preferences, culture, ethnicity, gender, age and sexuality; and

(iv) takes account of the needs of any children and Carers

For further information, see https://www.england.nhs.uk/personalisedcare/upc/comprehensive-model/ and the *Personalised Care and Support Planning (PCSP) Checklist* at:
https://www.aomrc.org.uk/ebi/wpcontent/uploads/2021/05/Personalised_Care_Support_Planning_Checklist.pdf
and the PRSB standard for digital recording of care plans at:
https://theprsb.org/standards/personalisedcareandsupportplan/

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

Post Event Message a message summarising the Provider's contact with a Service User

Post Reconciliation Monthly Inclusion Date the date by which the Provider must submit to SUS all of the final activity data for a month on which it believes the final reconciliation account for the Quarter in which that month falls should be based

Prevent Guidance Government guidance on the Prevent duty (available at: https://www.gov.uk/government/publications/prevent-duty-guidance) and on the Channel duty (available at: https://www.gov.uk/government/publications/channel-guidance)

Prevent Lead the officer of the Provider responsible for implementation and dissemination of the Government Prevent Strategy, identified as such in the Particulars

Previous Contract a contract between one or more of the Commissioners and the Provider for the delivery of services the same or substantially the same as the Services, the term of which immediately precedes the Contract Term

Price a National Price, or a National Price adjusted by a Local Variation or Local Modification, or a Unit Price or a Local Price, as appropriate

Primary Care Menu the menu within the NHS e-Referral Service of services which are only available on a restricted basis, for referral of patients whose Responsible Commissioner has specifically commissioned that service

Primary Care Network or **PCN** a locally-established network of providers of general medical services, as described at: https://www.england.nhs.uk/gp/gpfv/redesign/primary-care-networks/

Primary Medical Services the primary medical services described in Schedule 2L (*Provisions Applicable to Primary Medical Services*), to which the provisions of that Schedule apply

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

Prior Approval the approval by the Responsible Commissioner of care or treatment, including diagnostics, to an individual Service User or a group of Service Users prior to referral or following initial assessment

Prior Approval Response Time Standard the timescale, set out in the Particulars, within which the relevant Commissioner must respond to a requirement for approval for treatment of an individual Service User under a Prior Approval Scheme

Prior Approval Scheme a scheme under which one or more Commissioners give Prior Approval for treatments and services prior to referral or following initial assessment that may form part of the Services required by the Service User following referral

Privacy Notice the information that must be provided to a Data Subject under whichever of the following Laws is in force at the relevant time:
(i) Article 13 and Article 14 of the UK GDPR; or
(ii) DPA 2018

Processor Data is any data processed by the Provider in connection with the Data Processing Services

Prohibited Act the Provider:
(i) offering, giving, or agreeing to give the Commissioners (or an of their officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Contract or any other contract with the Provider, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Provider; and
(ii) 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 writing to the Co-ordinating Commissioner; or
(iii) committing an offence under the Bribery Act 2010

Proposer Party proposing a Variation

Protective Measures appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures

Provider the party identified as such in the Particulars

Provider Change in Control means any Change in Control of the Provider or any of its Holding Companies

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 Earliest Termination Date the date referred to as such in the Particulars

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 of 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 Licence a licence granted under section 87 of the 2012 Act

Provider Notice Period the period specified as such in the Particulars

Provider Representative the person identified as such in the Particulars

Provider's Premises land and buildings controlled or used by the Provider for any purpose connected directly or indirectly with the provision of the Services (whether or not set out or identified in a Service Specification and whether or not open to Service Users, Staff, visitors and/or the public), including entrances, waiting areas, retail and catering areas, roads, access ways, paths, car parks and landscaping

PRSB Clinical Referral Information Standard the standard for information to be provided when referring patients to hospital consultants and other health care professionals providing outpatient services, as published by the Professional Record Standards Body at: https://theprsb.org/standards/clinicalreferralinformation/

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 and Social Care established under the 2012 Act

Quality Accounts has the meaning set out in section 8 of the Health Act 2009

Quality Requirements the National Quality Requirements and the Local Quality Requirements

Quarter with effect from the Service Commencement Date, each period of 3 months or part thereof ending 30 June, 30 September, 31 December or 31 March and "Quarterly" will be construed accordingly

Raising Concerns Policy for the NHS the model whistleblowing policy for NHS organisations, published by NHS England, available at: https://www.england.nhs.uk/ourwork/whistleblowing/

Recipient a Party receiving a draft Variation Agreement

Records Management Code of Practice for Health and Social Care guidance on management and retention of records available at: https://www.gov.uk/government/publications/records-management-code-of-practice-for-health-and-social-care

Redundancy Repayment the sum £R, calculated as follows:

£R = (S x (A – B)) – (C + D),

where:

S is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change

A is the number of years used in the calculation of the contractual redundancy payment;

B is the number of complete calendar months between the date of termination of the individual's employment by the NHS Employer and the date of commencement of their employment or engagement with the Provider or Sub-Contractor or consultancy;

C is the total statutory redundancy payment that the individual was were entitled to receive on redundancy from the NHS Employer; and

D is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,

But for the avoidance of doubt the individual will have no liability to repay any sum if **B** is greater than or equal to **A**

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 and/or Staff must comply or to which it or they must have regard, including:
(i) CQC;
(ii) NHS England;
(iii) the Department of Health and Social Care;
(iv) NICE;
(v) Healthwatch England and Local Healthwatch;
(vi) the UK Health Security Agency;
(vii) the General Pharmaceutical Council;
(viii) the Health Services Safety Investigation Body; and
(ix) the Information Commissioner

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

Remedial Action Plan or **RAP** a plan to rectify a breach of or performance failure under this Contract (or, where appropriate, a Previous Contract), specifying actions and improvements required, dates by which they must be achieved and consequences for failure to do so, as further described in GC9.12 (*Contract Management*)

Renewable Sources REGO certified sources of electricity generation such as wind, rain, tides, waves, and geothermal heat

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

Review Meeting a meeting to be held in accordance with GC8.1 (*Review*) at the intervals set out in the Particulars or as otherwise requested in accordance with GC8.4 (*Review*)

Review Record a written record of a Review Meeting as described in GC8.2 (*Review*)

Royal College of Psychiatrists Standards standards on the application of section 136 of the Mental Health Act 1983 (England and Wales), published by the Royal College of Psychiatrists at: https://www.rcpsych.ac.uk/docs/default-source/improving-care/better-mh-policy/college-reports/college-report-cr159.pdf

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

Safeguarding Guidance

(i) *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

(ii) *Working Together to Safeguard Children - Statutory guidance on inter-agency working to safeguard and promote the welfare of children*
https://www.gov.uk/government/publications/working-together-to-safeguard-children--2

(iii) *Safeguarding Children, Young People and Adults at Risk in the NHS: Safeguarding Accountability and Assurance Framework*
https://www.england.nhs.uk/publication/safeguarding-children-youngpeople-and-adults-at-risk-in-the-nhs-safeguarding-accountability-and-assurance-framework/

(iv) *NICE Quality Standard QS116 Domestic Violence and Abuse*
https://www.nice.org.uk/guidance/qs116

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

Saving Babies' Lives Care Bundle the document setting out key evidence-based interventions aimed at reducing stillbirth rates, published by NHS England at: https://www.england.nhs.uk/mat-transformation/saving-babies/

SCCI 1580 (Palliative Care Co-ordination: Core Content) the information standard specifying the core content to be held in electronic palliative care co-ordination systems (EPaCCS), published at: https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/scci1580-palliative-care-co-ordination-core-content

Secondary Care Menu the menu within the NHS e-Referral Service of services which are available to all Referrers in England

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

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

Sepsis Implementation Guidance *Sepsis guidance implementation advice for adults*, produced in collaboration with NICE, Royal College of Physicians, the Royal College of GPs, Health Education England, the UK Sepsis Trust, Patient Safety Collaboratives, front line clinicians and published by NHS England, available at: https://www.england.nhs.uk/publication/sepsis-guidance-implementation-advice-for-adults/

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

Service Commencement Date the date the Services actually 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 as published by NHS England from time to time at: https://www.england.nhs.uk/nhs-standard-contract/, forming part of this Contract

Service Development and Improvement Plan or **SDIP** an agreed plan setting out improvements to be made by the Provider to the Services and/or Services Environment (which may comprise or include any Remedial Action Plan agreed in relation to a Previous Contract), as appended at Schedule 6D (*Service Development and Improvement Plans*)

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

Service Specifications each of
(i) the service specifications defined by the Commissioners and set out in Schedule 2A (*Service Specifications*); (including, where appropriate, Schedule 2Ai and/or 2Aii) and
(ii) in the case of any Specialised Services each of the National Service Specifications listed and/or set out in Schedule 2A (*Service Specifications*); and
(iii) where appropriate, the provisions of Schedule 2L (*Provisions Applicable to Primary Medical Services*)

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

Service Variation a Variation proposed by the Co-ordinating Commissioner which relates to a Service and reflects:

(i) the assessment by Commissioners of pathway needs, the availability of alternative providers and demand for any Service; and/or

(ii) the joint assessment of the Provider and Commissioners of the quality and clinical viability of the relevant Service and the Services Environment; and/or

(iii) the likely impact of any transformational need and/or reconfiguration of a care pathway that might affect the Service

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

Seven Day Service Hospital Priority Clinical Standards standards 2, 5, 6 and 8 of the standards for seven day services, available via: https://www.england.nhs.uk/publication/seven-day-services-clinical-standards/

Settlement Agreement Guidance NHS Employers' guidance *The Use of settlement agreements and confidentiality clauses*, available at: https://www.nhsemployers.org/case-studies-and-resources/2019/02/the-use-of-settlement-agreements-and-confidentiality-clauses

Shared Care Protocols shared care arrangements that are agreed at a regional or local level to enable the combination of primary and secondary care for the benefit of Service Users. They will, for example, support the seamless transfer of treatment from the tertiary to the secondary care sector and/or general practice

Shared Decision-Making the collaborative 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 a Service User, with that Service User and/or their Carer or Legal Guardian (as appropriate); further details are available at: https://www.england.nhs.uk/shared-decision-making/

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

Smoke-free no smoking of tobacco or anything which contains tobacco, or smoking of any other substance, or being in possession of lit tobacco or of anything lit which contains tobacco, or being in possession of any other lit substance in a form in which it could be smoked

Specialised Services the prescribed specialised services commissioned by NHS England as specified in the identification rules available at: https://www.england.nhs.uk/commissioning/spec-services/key-docs/

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

Staffing Guidance any Guidance applicable to the Services in relation to Staff numbers or skill-mix, including the National Quality Board publication *Supporting NHS providers to deliver the right staff, with the right skills, in the right place at the right time*, available at: https://www.england.nhs.uk/wp-content/uploads/2013/04/nqb-guidance.pdf, and, for NHS Trusts and NHS Foundation Trusts, the NHS England publication, *Developing Workforce Safeguards*, available at: https://www.england.nhs.uk/ourwork/safe-staffing/developing-workforce-safeguards/

Staff Survey Guidance guidance on the implementation of the NHS staff surveys and their applicability to different providers, available at: https://nhsstaffsurveys.com

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

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/publications/dbs-check-eligible-positions-guidance

Standards for Inpatient Mental Health Services the document published by the Royal College of Psychiatrists at: https://www.rcpsych.ac.uk/docs/default-source/improving-care/ccqi/ccqi-resources/ccqiresources-core-standards-inpatient-mental-health-services.pdf?sfvrsn=d503ffca_2

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

Sub-processor any Sub-Contractor appointed by a Data Processor to process Personal Data on behalf of the Commissioners pursuant to this Contract

Succession Plan a plan for the transition of any affected Service on the expiry or termination of this Contract or of that Service (as appropriate), to include:
(i) details of the affected Service;
(ii) details of Service Users and/or user groups affected;
(iii) the date on which the successor provider will take responsibility for providing the affected Service

Sugar-Sweetened Beverage any drink, hot or cold, carbonated or non-carbonated, including milk based drinks and milk substitute drinks such as soya, almond, hemp, oat, hazelnut or rice, which contains more than 20kcal/100ml energy (i.e. is **not** 'low energy (calorie)') **and also** has had any sugar added to it as an ingredient (i.e. is **not** 'no added sugar'). Products sweetened with a combination of artificial/natural sweeteners and sugars would, if they contain more than 20kcal/100ml energy (i.e. are **not** 'low energy (calorie)'), fall within this definition. For the purposes of this definition, added sugars:
(i) include sugars added to pre-packaged drinks or added to made-to-order drinks (including without limitation sugar syrup, hot chocolate powder, sweetened milk alternatives and whipped cream);
(ii) do not include sugars naturally occurring in fruit juices, vegetable juices and smoothies.
(iii) do not include sugars naturally occurring in milk.
(iv) do not include sugar added by the customer after the point of sale.
Further information on Nutrition Claims Legislation (that provides definitions of 'low energy (calorie)' and 'no added sugar') is available at:
https://ec.europa.eu/food/safety/labelling_nutrition/claims/nutrition_claims_en

Summary Care Records Service the national system providing those treating Service Users in any emergency or out-of-hours with fast access to key clinical information, as described at: https://digital.nhs.uk/services/summary-care-records-scr

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

SUS the Secondary Uses Service, the single, comprehensive repository for healthcare data in England, maintained by NHS Digital, described at: https://digital.nhs.uk/services/secondary-uses-service-sus

SUS Guidance guidance in relation to the use of SUS, available at: https://digital.nhs.uk/services/secondary-uses-service-sus/secondary-uses-services-sus-guidance and https://digital.nhs.uk/services/secondary-uses-service-sus/payment-by-results-guidance

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 Supervisory 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 receiving a Contract Performance Notice in respect of a Service within 12 months after having agreed to implement a Remedial Action Plan in respect of the same issue with that Service; 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) an Exception Report being issued under GC9.20 (*Contract Management*) and the Provider's Governing Body failing to procure the rectification of the relevant breach of the Remedial Action Plan within the timescales indicated in that Exception Report; 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 the Provider Licence

Taking Account of Social Value Procurement Policy Note 06/2020, published by the Cabinet Office at https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-socialvalue-in-the-award-of-central-government-contracts

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

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)* (https://digital.nhs.uk/data-and-information/informationstandards/information-standards-and-data-collections-including-extractions/publications-andnotifications/standards-and-collections/scci2075-assessment-discharge-and-withdrawal-noticesbetween-hospitals-and-social-services)

(v) *the National Framework for Inter-Facility Transfers* (https://www.england.nhs.uk/publication/inter-facility-transfers-framework/)

(vi) *Hospital discharge service: policy and operating model* (https://www.gov.uk/government/publications/hospital-discharge-service-policy-and-operating-model)

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 *Guide to reducing long hospital stays*, available at:
https://www.england.nhs.uk/urgent-emergency-care/reducing-length-of-stay/

Transfer of Care the transfer of primary responsibility for a Service User's care from the Provider to another unit, hospital, responsible clinician or service provider within the pathway

Transition Arrangements the transition arrangements agreed between the Parties (and, where appropriate, with any previous provider of the Services) for transition of provision of the Services to the Provider, set out in Schedule 2H (*Transition Arrangements*)

Transparency Guidance the guidance in relation to the publication of tender documentation and the publication of contracts, available at: https://www.gov.uk/government/collections/nhs-procurement

TUPE the Transfer of Undertakings (Protection of Employment) Regulations 2006

UEC DoS the central directory of services, supported by NHS Digital, which is accessed by staff involved in the provision of urgent and emergency care services and which provides real-time information about available services and clinicians across all care settings (https://digital.nhs.uk/directory-of-services)

UEC DoS Contact the officer or employee of the Provider responsible for validating that UEC DoS entries in relation to the Services are complete, accurate and up to date, identified as such in the Particulars

UEC DoS Lead the individual appointed by a Commissioner as the point of contact for validation of UEC DoS entries

UK GDPR the General Data Protection Regulation *(Regulation (EU) 2016/679)* as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

UK Health Security Agency the executive agency, sponsored by DHSC, with responsibility for planning, preventing and responding to external health threats, and providing intellectual, scientific and operational leadership at national and local level

UK Standards for Microbiology Investigations a comprehensive referenced collection of recommended algorithms and procedures for clinical microbiology:
https://www.gov.uk/government/collections/standards-for-microbiology-investigations-smi

Unit Price any price for a unit of Activity set out in Annex A of the National Tariff

Urgent Care Data Sharing Agreement an agreement providing for the sharing of certain clinical data between commissioners and providers of urgent and emergency care services in accordance with *Data Sharing Requirements to support Development of Urgent and Emergency Care Dashboards – Guidance for Data Providers* available at: https://www.england.nhs.uk/nhs-standard-contract/

Utilisation the Provider's capacity and use of resources in relation to both anticipated and accepted numbers of Referrals

Value of Elective Activity has the meaning given to it in the Aligned Payment and Incentive Rules

Variation a variation to the provisions of this Contract agreed to be made by the Parties in accordance with GC13 (*Variations*) which may be a Service Variation, or any other variation

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

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

Very Senior Manager whether or not the relevant NHS Employer operates the *Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts*, an individual as described in paragraph 4 of that framework, whether that individual is engaged under a contract of employment or a contract for services

Who Pays? Guidance *Who Pays? Determining the responsibility for payments to providers*, available at: https://www.england.nhs.uk/who-pays/

Withholding and Retention of Payment Provisions the provisions in this Contract relating to withholding and/or retention of payment as set out in SC28.18 to SC28.23 (*Information Requirements*)

Workforce Sharing Arrangement a formal agreement between providers of NHS-funded healthcare services, governing the temporary redeployment of staff from one to another in a safe and efficient manner; model documentation and guidance in relation to such arrangements are available in the Enabling Staff Movement Toolkit published by NHS England at: https://www.england.nhs.uk/enabling-staff-movement-toolkit/

Zero and Ultra-Low Emission Vehicle a vehicle which meets the Vehicle Certification Agency classification published at: https://www.vehicle-certification-agency.gov.uk/fuel-consumption-co2/fuelconsumption-guide/zero-and-ultra-low-emission-vehicles-ulevs/

SCHEDULE 8

Variation Form

Variation Form No:

……

Variation

to the

Framework Agreement

relating to the

NHS Low Calorie Diet Programme (the "**Framework Agreement**")

between:

NHS England ("the **Commissioner**")

and

[insert name of Provider] ("the **Provider**")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

   [Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.

3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Commissioner

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

Signed by an authorised signatory to sign for and on behalf of the Provider

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

SCHEDULE 9

Guarantee

[INSERT THE NAME OF THE GUARANTOR]

- AND -

NHS ENGLAND

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made on _____

BETWEEN:

(1) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (**"Guarantor"**); in favour of

(2) **NHS ENGLAND** of Quarry House, Quarry Hill, Leeds LS2 7UE (**"Beneficiary"**)

WHEREAS:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Framework Agreement with the Provider, to guarantee all of the Provider's obligations under the Guaranteed Agreements.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Framework Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed of Guarantee:

1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreements;

1.1.2 the words and phrases below shall have the following meanings:

"Contract"	has the meaning given to it in the Framework Agreement;
"Framework Agreement"	means the Framework Agreement relating to the NHS Low Calorie Diet Programme dated [insert date] made between the Beneficiary and the Provider;
"Guaranteed Agreements"	means the Framework Agreement and any Contracts between the Beneficiary and the Provider;
"Guaranteed Obligations"	means all obligations and liabilities of the Provider to the Beneficiary under the Guaranteed Agreements together with all obligations owed by the Provider to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreements;
"Provider"	means [insert details of the Provider that is party to the Framework Agreement as set out in the Framework Agreement].

1.1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreements) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.1.6 the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.1.7 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.1.8 unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.1.9 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

1.1.10 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Provider duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Provider to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Provider to the Beneficiary under or in connection with the Guaranteed Agreements or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Provider shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreements had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements), of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Provider to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Provider under the Guaranteed Agreements.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and

unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Provider's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

3.1 If a Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Provider, or if a Guaranteed Agreement is disclaimed by a liquidator of the Provider or the obligations of the Provider are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 [Address of the Guarantor in England and Wales]

4.1.2 For the Attention of [insert details],

or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Operational Day after it was put into the post.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Provider and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of a Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Provider of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Provider, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Provider for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Provider of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Provider or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Provider or any third party, or to take any action whatsoever against the Provider or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

6.1 Without prejudice to the generality of Clause 5 (Beneficiary's Protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to a Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Provider and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Provider's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Provider,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. - The Guarantor hereby acknowledges that it has not taken any security from the Provider and agrees not to do so until the Beneficiary receives all monies payable hereunder and will hold any security taken in breach of this Clause 7 on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Provider under or in connection with a Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Provider;

8.1.2 claim any contribution from any other guarantor of the Provider's obligations under a Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under a Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, a Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Provider; or

8.1.5 claim any set-off or counterclaim against the Provider;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3 have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.1.4 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

9.1.5 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.1.6 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.7 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.8 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. **SEVERANCE**

13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. **THIRD PARTY RIGHTS**

14.1 A person who is not a Party to this Deed of Guarantee or a Beneficiary shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause 14 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. **GOVERNING LAW**

15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

EXECUTED as a DEED by affixing the common seal of the

NHS ENGLAND[7]

[7] Appropriate form of execution to be inserted as per NHS England's requirements.

[affix seal]

in the presence of:

……..	……
(print name of authorised signatory)	(signature of authorised signatory)
……..	……
(print name of authorised signatory)	(signature of authorised signatory)

SCHEDULE 10

Material Sub-Contractors