



NHS Standard Contract 2021/22 Particulars (Shorter Form)

Contract title / ref: C32898

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Contract Reference	Atamis ref: C78862
DATE OF CONTRACT	As signed
SERVICE COMMENCEMENT DATE	1st July 2021
CONTRACT TERM	1st July 2021 to 24th May 2022 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS Commissioning Board (trading as NHS England and NHS Improvement)
CO-ORDINATING Commissioner	NHS England
PROVIDER	Royal Voluntary Service Principal and/or registered office address: Beck Court Cardiff gate Business Park Cardiff CF23 8RP Company number: 02520413

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CONTRACT

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

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

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

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 st July 2021
Expected Service Commencement Date	1 st July 2021 (Continuing to provide a service previously commissioned from 17 th March 2020 to 30 th June 2021)
Longstop Date	Not applicable
Service Commencement Date	1 st July 2021 (Continuing to provide a service previously commissioned from 17 th March 2020 to 30 th June 2021)
Contract Term	11 months commencing 1 st July 2021 to 24 th May 2022
Option to extend Contract Term	YES
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	Y
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	NO
Service Requirements	

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Essential Services (NHS Trusts only)	N/A
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?	NO
PAYMENT	
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	NO
Local Prices Apply to some or all Services	YES
Expected Annual Contract Value Agreed	NO
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[REDACTED] Director of Change and Transformation Email: [REDACTED] Tel: [REDACTED]
Provider's Information Governance Lead	[REDACTED] Head of Governance Email: [REDACTED] Tel: [REDACTED]
Provider's Data Protection Officer (if required by Data Protection Legislation)	[REDACTED] Data Protection Email: [REDACTED] Tel: [REDACTED]
Provider's Caldicott Guardian	None
Provider's Senior Information Risk Owner	[REDACTED] Email: [REDACTED] Tel: [REDACTED]
Provider's Accountable Emergency Officer	[REDACTED] Director of Services Email: [REDACTED] Tel: [REDACTED]

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Provider's Safeguarding Lead	Director of Services Email: [REDACTED] Tel: [REDACTED]
Provider's Child Sexual Abuse and Exploitation Lead	Director of Services Email: [REDACTED] Tel: [REDACTED]
Provider's Mental Capacity and Liberty Protection Safeguards Lead	Director of Services Email: [REDACTED] Tel: [REDACTED]
Provider's Freedom To Speak Up Guardian(s)	Head of Governance Email: [REDACTED] Tel: [REDACTED]
CONTRACT MANAGEMENT	
Addresses for service of Notices	Commissioner: [REDACTED] Director for Experience, Participation and Equalities Address: NHS England Skipton House 80 London Road London, SE1 6LH Email: [REDACTED] Provider: [REDACTED] Chief Executive Company Number: 02520413 Address: Royal Voluntary Service Beck Court Cardiff Gate Business park Cardiff CF23 8RP Email: [REDACTED]
Commissioner Representative(s)	Commissioner: [REDACTED] Director for Experience, Participation and Equalities Address: NHS England Skipton House 80 London Road London, SE1 6LH Email: [REDACTED] Tel: [REDACTED]
Provider Representative	Provider: [REDACTED] Director of Change and Transformation Address: Royal Voluntary Service Beck Court Cardiff Gate Business park Cardiff

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

	CF23 8RP Email [REDACTED] Tel: [REDACTED]
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Signed by [REDACTED]
for and on behalf of **NHS ENGLAND**
[REDACTED]

..Full.Name:.. [REDACTED]
Job Title/Role: **Director of financial control**
Date Signed: 31/5/22

Signed by [REDACTED]
for and on behalf of **Royal Voluntary Service**
[REDACTED]

..Full.Name:.. [REDACTED]
Job Title/Role: **CEO**
Date Signed: 27/05/2022

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

- | |
|---|
| <ol style="list-style-type: none">1. Please Insert evidence of appropriate Indemnity Arrangements |
|---|

C. Extension of Contract Term

To be included only in accordance with the Contract Technical Guidance.

1. The Commissioners may opt to extend the Contract Term by up to 6 months.
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 1 months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

BACKGROUND TO THE SERVICE SPECIFICATION:

To continue to provide the NHS Volunteer Responders programme as outlined below providing and maintaining the existing services as previously commissioned under contract whilst simultaneously planning with NHS England and NHS Improvement for the wind down of the Emergency Covid response elements of the programme and preparing for the current contractual exit from the programme in readiness for the legacy programme: RVS/RO2021/NHSEI/Cov_RVol_Resp (Appendix 1) and; Standard Contract Variation Agreement (Appendix 2) and ;

Period of contract: to run consecutively at the end of the former contract without interruption from **1st July 2021 to 24th May 2022.**

All costings including VAT where appropriate.

Background

As part of the Covid 19 response a new NHS Volunteer Responders Programme was developed at pace providing as part of the emergency response to Covid to support vulnerable people and has been providing a suite of micro-volunteering (task based) roles. This service aims to respond to real time needs in the health and care system.

As we now focus on recovery of services across the NHS the programme is being moved out of Covid Emergency response status into business as usual and this necessitates the wind down of the specific Covid response roles and the maintenance of ongoing business as usual support roles.

In addition, the emergency service has been provided through suppliers procured under emergency procurement Directions that have since expired so as we move out of emergency response status, it is essential to procure the service in compliance with legal requirements, Standing Financial Instructions and public procurement guidelines.

Definitions

Call Centre	means the call centre operated by the Call Centre Operator;
Call Centre Operator	means the contractor which the Provider engages from time to time to provide the Call Centre Services;
Call Centre Service	means the services described in paragraph 1.12;
Database	means GoodSam's electronic database in which the registration data of NHS Volunteer Responders will be stored;
GoodSam	means GoodSam Limited (company number 8742979);
GoodSam App	means the mobile application owned by GoodSam and known as GoodSam Responder;

Individual	means an individual who has been identified by a Referral Party as someone who would benefit from one or more of the categories of assistance referred to in paragraph 1.7 (including any additional categories agreed between the Parties from time to time)
NHS Volunteer Responder	means a member of the public who registers as a volunteer via the NHS Volunteer Responder Webpage;
Platform	means the digital platform which supports the GoodSam App;
Referrers	Any healthcare or other professional that the Provider has approved to make referrals (including self-referrals)
Webpages	means the NHS Volunteer Responder Webpage and the Referral Party Webpage

Key deliverables from the Provider

1 General programme delivery

- 1.1 The Provider will provide care to promote the physical or mental welfare of Individuals who have been identified as someone who would benefit from one or more categories of assistance provided by NHS Volunteer Responders. This contract does not include operational details of providing the service, which all parties acknowledge are subject to change, in that they may be modified by agreement through current governance processes, namely the contract and operational management meetings. As such, the Provider must inform the Commissioner at the earliest opportunity, as part of the governance arrangements, of any activity or omissions by the Commissioner or GoodSam relating to this service that may impact on the Provider fulfilling its contractual obligations fully under this contract. This may include modifying operational details through the governance arrangements, namely the operational and contract meetings.
- 1.2 The Provider will ensure that a sufficient cohort of NHS Volunteer Responders (up to a capacity of 1 million) to meet the requests for support are recruited, trained, managed and supported to carry out the categories of assistance safely, including any further recruitment as and when required.
- 1.3 The Provider will provide a high quality training programme for all NHS Volunteer Responders and for all categories of assistance.
- 1.4 The Provider will ensure that the service for Individuals requiring assistance is inclusive and will take all reasonable steps to reduce health inequalities by providing access to enable speakers of other languages to benefit from, or contribute, to the service. The range of languages will be informed by greatest need and as agreed with NHS England and NHS Improvement.
- 1.5 The Provider will ensure a regular programme of communication and engagement with all NHS Volunteer Responders and other stakeholders/users of the service to ensure that they understand relevant developments in the programme, new training available and include relevant engagement mechanisms to support volunteer retention and involvement. This must be done in line with NHS England and NHS Improvement's requirements and all communications using or referencing the programme or the NHS

Volunteer Responders branding must be agreed and approved by NHS England and NHS Improvement before sending out.

- 1.6 The Provider will send a letter to each Individual that will be receiving any category of direct assistance to inform them of the Provider's safeguarding policies and the practical options available for arranging the reimbursement by the Individual to an NHS Volunteer Responder of the costs of shopping and prescriptions obtained for the Individual.
- 1.7 The Provider will work with volunteers to support individual clients to become more independent over time, helping them to identify alternative options to reduce reliance on the programme, especially for the Community Response tasks such as shopping.
- 1.8 The Provider will ensure that the categories of assistance reflect the needs of the Individuals receiving NHS Volunteer Responder support as informed by feedback from recipients of those services, or as indicated by NHS England and NHS Improvement. This will include the existing volunteer roles plus any additional roles developed as outlined in section 3 below.

Current volunteer roles:

- Community Response Volunteer
- Community Response Plus Volunteer
- Patient Transport Volunteer
- NHS Transport Volunteer
- Check in and Chat Volunteer
- Check in and Chat plus Volunteer
- Non clinical support

- 1.9 The Provider will ensure that Referrers into the programme are supported to access the NHS Volunteer Responders and that appropriate feedback and data is made available to Referrers.
- 1.10 In the event that an NHS Volunteer Responders cannot be deployed to meet an Individual's assistance needs due to lack of NHS Volunteer Responder availability the Provider will ensure that the Individual referred into the scheme for support is either directed to alternative support source or the Referrer of that Individual, if they are not a self-referral, is made aware of the need to redirect the Individual for support elsewhere.
- 1.11 The Provider will monitor task completion rates and take steps to address any areas where completion rates fall below 90% swiftly.
- 1.12 The Provider will work in partnership with GoodSam to provide the online Platform, the Database and the Webpages for the purposes of delivering the service and will use these resources to deliver the service.
- 1.13 The Provider will provide, or procure, a Call Centre service to deliver telephone support to the NHS Volunteer Responders, Referral Parties or Individuals receiving assistance from the NHS Volunteer Responders via a dedicated telephone number. This should include appropriate levels of safeguarding support for Individuals and volunteers who have had to deal with safeguarding concerns, including signposting or referral of volunteers and Individuals to other services, online support and/or agencies where needed.
- 1.14 The Call Centre Service must be kept up to date with programme developments and changes to guidance in order for them to be able to support Referrers, Individuals and volunteers appropriately. The Call Centre service may also be used to assist with tasks

associated with the operation of the programme as required such as checking volunteer identification documents, verifying Referrer's eligibility etc. The Call Centre service might also be used to make outgoing calls to check that clients still require support and empower them to become more self-sufficient where possible.

- 1.15 The Provider, and any subcontractors, will meet all statutory safeguarding requirements under this contract and will provide, as a minimum, Safeguarding support in line with the NHS England safeguarding requirements as referenced in Schedule 2K and will ensure that all matters reported to the Provider under 'safeguarding' are appropriately managed by experienced safeguarding professionals, that any onward referrals to other agencies are followed up and any other necessary actions are taken as appropriate.
- 1.16 The Provider will report on all safeguarding cases on a weekly basis and will ensure that cases are resolved satisfactorily within a reasonable time frame. At the end of the contract it is the Provider's responsibility to ensure that any remaining safeguarding cases are followed up to a satisfactory resolution.
- 1.17 The Provider will administer the reimbursement of expenses by those NHS Volunteer Responders that choose to claim in relation to costs as agreed with NHS England and NHS Improvement. Expenses can be claimed to cover public transport costs, mileage at the HMRC approved mileage rates, and any other reasonable out of pocket expenses, for example hand sanitiser or cleaning equipment for cars used to transport patients or other items as may be defined and agreed with NHS England and NHS Improvement.
- 1.18 The Provider will be the Data Controller for all data collected relating to Individuals and will ensure that an appropriate Data Protection Impact Assessment has been completed. NHS England and NHS Improvement will become the Data Controller in respect of any and all data transferred into its ownership, or to a Supplier commissioned by NHS England and NHS Improvement, as part of an agreed contract exit plan.
- 1.19 The Provider will support NHSE/I in all media and communications relating to the NHS VR programme ensuring all key messages are agreed in advance with NHSE/I. The Provider will seek relevant approvals to publish from NHSE/I where necessary or appropriate.
- 1.20 The Provider will develop and deliver a communications and engagement plan for the contract period that supports the continued development of the programme to 24th May 2022. The plan will include a planned schedule of engagement with key stakeholders including but not exhaustive: volunteers, users and referrers.
- 1.21 Delivery will include producing a monthly plan of forthcoming Communications and engagement activity, a status report for each weekly joint comms meeting 24 hours in advance and a monthly evaluation report.
- 1.22 The provider will support and implement any agreed contract exit plan.

2 Preparations for new roles to support the pressures on health and care services due to Covid (Omicron Variant) and for future potential service developments

2.1 New roles set-up and design

- 2.1.1 This additional emergency response preparation and future developmental activity will support health and care providers with new roles utilising and build on the established NHS Volunteer Responders infrastructure.

- 2.1.2 The Provider will support, as required, the design and implementation of the Omicron emergency response and any new role piloting led by NHS England and NHS Improvement, or its appointed Parties, of new roles including their integration into the existing infrastructure.
- 2.1.3 The Provider will support, as required, any recruitment of NHS Volunteer Responders into any new proposed roles, as currently defined below but subject to change, to provide categories of assistance in health and care either as part of the Omicron response or into any pilots put in place by the Commissioner to test and develop new roles. The Provider will work with NHS England and NHS Improvement, as required, to review this number monthly in line with the service demand in the health and care system.
- 2.1.4 If and when required, the Provider will support the recruitment of NHS Volunteer Responders into new roles to be deployed as needed
- 2.1.5 The Provider will support NHS England and NHS Improvement in closing down any Covid emergency response roles in part or whole, to be agreed by the NHS England and NHS Improvement, and support the implementation of any associated close down plan for these roles with overall service management, stakeholder management and communications and other general management.

2.2 Proposed New Roles

- 2.2.1 The Provider will work with the Commissioner and other stakeholders to develop up to 4 new roles currently described as below and subject to further change:

Proposed Roles
1. Admin Support Volunteer (proposed pilot role)
2. General patient / service user support volunteer (proposed pilot role)
3. Emergency transport volunteer (proposed pilot role)
4. Welfare support (proposed pilot role)

2.3 Referrals to the new roles

- 2.3.1 If and when required, the Provider will support the NHS England and NHS Improvement, and any parties they appoint, to support any new or existing Referrers including Local Authorities to refer into the new roles.

3 Support the transition from the Covid Emergency response service to a business as usual (BAU) service

- 3.1 As and when required, the Provider will
- 3.1.1 Support the removal and close down of any Categories of assistance (roles) identified for closure by NHS England and NHS Improvement as part of the planned transition to a business as usual service.
- 3.1.2 Ensure that all communications and collateral relating to the transition of the programme from Covid Emergency Response to business as usual are in line with key messages agreed by NHS England and NHS Improvement

- 3.1.3 Ensure all clients receiving support from NHS Volunteer Responder roles that are being closed are informed of the date of closure, provided with alternative sources of support and supported through the transition as necessary.
 - 3.1.4 Ensure all Referrers into NHS Volunteer Responder roles that are being closed are informed of the date of closure and advised to stop new referrals and informed that the Clients are being contacted by the Provider and being provided with alternative sources of support and being supported through the transition as necessary.
 - 3.1.5 Ensure that all NHS Volunteer Responders that will be affected by the closure of any Categories of Assistance (or roles) are informed that these are coming to an end and the date at which that will happen, and encouraging them to remain as NHS Volunteer Responders, including by offering them alternative roles or sharing alternative volunteering opportunities as agreed with NHS England and NHS Improvement.
 - 3.1.6 Ensure that NHS Volunteer Responder recruitment as agreed with the Commissioner, continues until the date agreed by NHS England and NHS Improvement, at which point all related collateral will be amended to show a suspension of NHS Volunteer Responder recruitment.
- 3.2 The Provider will support NHS England and NHS Improvement, and/or any parties appointed by NHS England and NHS Improvement, in the deployment of NHS Volunteer Responders under any additional new categories of assistance agreed by NHS England and NHS Improvement, and will continue to provide scheme management support for all NHS Volunteer Responders recruited, trained and directly managed by the Provider.

4 **Contract Exit**

- 4.1 The Provider will prepare for the Royal Voluntary Service's exit from the current contract at the 24th May 2022. To do this the Provider will:
 - 4.1.1 Ensure that all communications and media content relating to the NHS Volunteer Responders Programme reflects the continuation of the NHS Volunteer Responders service beyond 24th May 2022 with key messages and in terms that will be provided or agreed by NHS England and NHS Improvement.
- 4.2 The Provider will:
 - 4.2.1 Ensure that all NHS Volunteer Responders are recognised for their contribution during the emergency response through an event and appropriately tailored communications and collateral as agreed with NHS England and NHS Improvement.
 - 4.2.2 Ensure that all data relating to NHS Volunteer Responders is retained as legally permitted or required in its role as Data Controller until contract closure on 24th May 2022, or handover to NHS England and NHS Improvement or to a Provider appointed by NHS England and NHS Improvement, and in accordance with any data sharing agreements.
 - 4.2.3 Ensure that all NHS Volunteer Responders are contacted to advise them of a final expenses claims submission date and that these are processed and paid within an agreed timescale.
 - 4.2.4 Ensure that access to the data and associated systems is removed from all subcontractors or associated partners or teams by the end of this contract or within a calendar month where ongoing operational access is required.

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

- 4.2.5 Ensure that GoodSam are provided with timely instructions for the development and implementation of tasks relating to the close down of this Provider contract.

5 Quality requirements

- 5.1 During the transition to business as usual the existing quality requirements will remain in force but these may be modified by agreement with NHS England and NHS Improvement in light of changes to the service from an emergency response to business as usual, or as the Provider nears its exit from the contract.

Ref	Operational Standards/National Quality Requirements	Threshold	Review period
1	National Task Completion Rates – matched assumed complete and matched complete	Min. 90% of all tasks	Monthly
2	Local task Completion Rates – matched assumed complete and matched complete	Min. 90% of all tasks	Monthly
3	Referral numbers	Weekly average of min 700 per day	Weekly
4	Quality of Safeguarding service	Min. 100% of calls transferred to the safeguarding team are actioned	Weekly reports reviewed fortnightly at the Safeguarding meeting with NHS England and NHS Improvement
5	Deliver the communications schedule set out in the C&E plan to the Standards agreed.	100% of all actions are completed to time and quality standards as agreed	Daily/Weekly/Monthly as indicated for each item

6. Contract management, reporting and information requirements

Requirements	Reporting period	Format of report	Timing and Method of Delivery for Report
1 Finance reporting <u>Finance – month/cumulative</u> <ul style="list-style-type: none"> RVS operational costs broken down by a category as agreed from time to time Call Centre Cost Volunteer Expenses Claim Cost Volunteer System costs Irrecoverable VAT Safeguarding letters Other relevant expenditure category as agreed from time to time 	Monthly	Written	Monthly Financial Monitoring meetings (including Quarterly Financial Reconciliation Meetings. Report should be provided at least 48 hours in advance of the meeting

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Requirements	Reporting period	Format of report	Timing and Method of Delivery for Report
2 Outcome measures <ul style="list-style-type: none"> Client reported service met needs Client kept safe during pandemic Client kept safe during pandemic Client kept safe during pandemic Referrers reported service met needs to support the NHS and healthcare economy to respond to the pressures on the system 	<ul style="list-style-type: none"> Quarterly Weekly Weekly Weekly Quarterly 	As currently	<ul style="list-style-type: none"> survey, case studies and in-depth interviews no of safeguarding issues identified and resolved. Narrative to include emerging themes no of well-being issues identified and resolved. Narrative to include emerging themes no of complaints or concerns issues identified and resolved. Narrative to include emerging themes survey, case studies
3 Process Measures <ul style="list-style-type: none"> Number of referrals received Total number of unique clients supported Number of referrals by role Number of referrals by Referrer (categories to be agreed) Number of referrals by charity name Total number of self-referrals Number of self-referrals by source (poster, word of mouth, TV advert etc.) Total number of referrals cancelled Number of referrals cancelled by reason categories including inappropriate Number of calls to Call Centre Category of calls dealt with by Call Centre (referrals, self-referrals, volunteer queries, safeguarding concerns, etc. to be agreed) Number of volunteer responders undertaking a task in the last 7 days, by role and age Number of approved volunteer responders Number of volunteers on-duty within rolling 7-day period 	<ul style="list-style-type: none"> Daily Weekly Daily Daily Monthly Daily Daily Daily Daily Daily Weekly Weekly Weekly Daily Daily 	As currently	<ul style="list-style-type: none"> Data set – reporting for all these categories

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Requirements	Reporting period	Format of report	Timing and Method of Delivery for Report
<ul style="list-style-type: none"> • Number of volunteers given notification in rolling 7-day period • Number of volunteers undertaking a task in rolling 7-day period • Percentage of on-duty volunteers given notification in rolling 7-day period • Percentage of on-duty volunteers who undertake a task through NHS VR in rolling 7-day period • Number of volunteers who have accepted and completed a single task, and multiple tasks • Number of volunteers who have not yet been notified • Number of volunteers who have rejected tasks • Number of volunteers missing tasks once assigned or saying no longer able to complete • Time of day / day of week analysis of volunteer on duty numbers • Time of day / day of week analysis of task/referral generation • Number of tasks completed • Number of tasks undertaken • Number of in progress tasks • Number of tasks not matched • Number of tasks matched and cancelled • Percentage of tasks undertaken • Number of clients with multiple referrals 	<ul style="list-style-type: none"> • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Daily • Weekly 		
4 Balancing Measures <ul style="list-style-type: none"> • Reported feeling of purpose by volunteer responders • Reported feeling of greater connection to local community for volunteer responders • Understanding why the individual chose to be an NHSVR • Currently volunteering in another scheme • Commitment to ongoing future volunteering locally • Experience of being a volunteer responder including communication with the scheme 	<ul style="list-style-type: none"> • Quarterly • Quarterly • Quarterly • Quarterly • Quarterly • Quarterly 	As currently	<ul style="list-style-type: none"> • survey, case studies • survey, case studies • survey, case studies • survey, case studies • survey, case studies • survey, case studies, social media feedback, Call Centre feedback
5 Other Management Reports as required <ul style="list-style-type: none"> • One-off isolated report on patient transport that enables us to see 	<ul style="list-style-type: none"> • One off 		<ul style="list-style-type: none"> • Regular reports (currently weekly)

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Requirements	Reporting period	Format of report	Timing and Method of Delivery for Report
where referrals are being made geographically, the geographical breakdown of volunteers that signed up for this role, and how many of these tasks are being matched or dropped			until need/issue resolved

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes Not applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Not Applicable

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

NHS England Safeguarding Policies

In addition to complying with local Safeguarding Policies, provider's policies on safeguarding should comply with NHS England's safeguarding policy and must meet the requirements set out in the 'Safeguarding Vulnerable People in the NHS - Accountability and Assurance Framework'. Both these documents together with other NHS England safeguarding policies and documents can be found on the NHS England website via the link:

<https://www.england.nhs.uk/safeguarding/policies-annual-report/>

SCHEDULE 3 – PAYMENT

A. Local Prices

Total Contract Value including VAT: £4,465,138

This contract value covers the period 1/7/2021 to 24/5/2022 and therefore crosses 2 financial years so a separate Purchase Orders for each financial year will be issued.

- **1st July 2021 – 31st March 2022 £3,821,230**
- **1st April 2022 – 24th May 2022 £781,471 (Excludes contract exit costs)**

**Standard payment terms apply.
Invoices will be submitted monthly in arrears.**

Notes

Monthly financial monitoring will be provided.

In the event that the term of this contract is extended by agreement, the Provider and the Commissioner will seek, in good faith, to agree the amount payable to the Provider in respect of the extended term. The Principle that the Commissioner will cover all of the Provider's costs in the areas outlined above will apply in relation to any extended term.

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

F. Expected Annual Contract Values

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Review period
1	National Task Completion Rates – matched assumed complete and matched complete	Min. 90% of all tasks	Monthly
2	Local task Completion Rates – matched assumed complete and matched complete	Min. 90% of all tasks	Monthly
3	Referral numbers	Weekly average of min 700 per day	Weekly
4	Quality of Safeguarding service	Min. 100% of calls transferred to the safeguarding team are actioned	Weekly reports reviewed fortnightly at the Safeguarding meeting with NHS England and NHS Improvement
5	Deliver the communications schedule set out in the C&E plan to the Standard's agreed.	100% of all actions are completed to time and quality standards as agreed	Daily/Weekly/Monthly as indicated for each item

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

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Not applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

The Commissioner has applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Requirements	Reporting period	Format of report	Timing and Method of Delivery for Report
1 Finance reporting Finance – month/cumulative <ul style="list-style-type: none"> RVS operational costs broken down by a category as agreed from time to time Call Centre Cost Volunteer Expenses Claim Cost Volunteer System costs Irrecoverable VAT Safeguarding letters Other relevant expenditure category as agreed from time to time 	Monthly	Written	Monthly Financial Monitoring meetings (including Quarterly Financial Reconciliation Meetings. Report should be provided at least 48 hours in advance of the meeting
2 Outcome measures <ul style="list-style-type: none"> Client reported service met needs Client kept safe during pandemic Client kept safe during pandemic Client kept safe during pandemic Referrers reported service met needs to support the NHS and healthcare economy to respond to the pressures on the system 	<ul style="list-style-type: none"> Quarterly Weekly Weekly Weekly Quarterly 	As currently	<ul style="list-style-type: none"> survey, case studies and in-depth interviews no of safeguarding issues identified and resolved. Narrative to include emerging themes no of well-being issues identified and resolved. Narrative to include emerging themes no of complaints or concerns issues identified and resolved. Narrative to include emerging themes survey, case studies
3 Process Measures <ul style="list-style-type: none"> Number of referrals received Total number of unique clients supported Number of referrals by role Number of referrals by Referrer (categories to be agreed) Number of referrals by charity name 	<ul style="list-style-type: none"> Daily Weekly Daily Daily Monthly 	As currently	<ul style="list-style-type: none"> Data set – reporting for all these categories

[illegible]

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

<ul style="list-style-type: none"> • Understanding why the individual chose to be an NHSVR • Currently volunteering in another scheme • Commitment to ongoing future volunteering locally • Experience of being a volunteer responder including communication with the scheme 	<ul style="list-style-type: none"> • Quarterly • Quarterly • Quarterly • Quarterly 	<ul style="list-style-type: none"> • survey, case studies • survey, case studies • survey, case studies, social media feedback, Call Centre feedback
5 Other Management Reports as required <ul style="list-style-type: none"> • One-off isolated report on patient transport that enables us to see where referrals are being made geographically, the geographical breakdown of volunteers that signed up for this role, and how many of these tasks are being matched or dropped 	<ul style="list-style-type: none"> • One off 	<ul style="list-style-type: none"> • Regular reports (currently weekly) until need/issue resolved

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

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

Serious Incidents include acts or omissions in care that result in; unexpected or avoidable death, unexpected or avoidable injury resulting in serious harm, - including those where there the injury required treatment to prevent death or serious harm, abuse, Never Events, incidents that prevent (or threaten to prevent) an organisation's ability to continue to deliver an acceptable quality of healthcare services and incidents that cause widespread public concern resulting in loss of confidence in healthcare services. A full description of what constitutes a serious incident is set out in part One: Definitions and Thresholds within the full document

Serious Incident Framework: <https://www.england.nhs.uk/patient-safety/serious-incident-framework/>
Never Events (Policy, Framework and FAQs): <https://www.england.nhs.uk/publication/never-events/>

In relation to reporting serious incidents, the Provider will follow its current processes as contained in its Safeguarding Adult Policy and procedure and Safeguarding Children and Young People Policy and Procedure reporting to the Commissioners those incidents which are reported to the Provider's regulator, the Charity Commission in accordance with the Provider's Serious Incident Reporting Matrix.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

<p>Not Applicable</p>

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

1. The Commissioners hereby represent and warrant to the Provider that, so far as they are aware, no persons will transfer to the employment of the Provider, the Call Centre operator (as that term is defined in Schedule 2) or to any other Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or Sub-Contract.
2. 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:
 - 2.1 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;
 - 2.2 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
 - 2.3 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.
3. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
4. 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:
 - 4.1 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);
 - 4.2 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);
 - 4.3 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;

- 4.4 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
- 4.5 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. 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:
 - 5.1 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;
 - 5.2 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
 - 5.3 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.
- 6. In this Schedule:

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

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

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

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NHS Standard Contract 2022/23

Service Conditions (Shorter Form)

Prepared by: NHS Standard Contract Team, NHS England
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(please do not send contracts to this email address)

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Some Conditions apply only to some 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 this Contract:

All services categories	All
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
Patient Transport Services	PT

NHS STANDARD CONTRACT

2022/23 SERVICE CONDITIONS (Shorter Form)

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.	All
1.2 The Parties must perform their respective 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. 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
1.3 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
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, and with any requirements, standards and recommendations issued from time to time by such a body; 2.1.2 consider and respond to the recommendations arising from any audit, clinical outcome review programme, Serious Incident investigation report, Patient Safety Incident investigation report, or any other patient safety review process; 2.1.3 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider; 2.1.4 comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time; and 2.1.5 respond to any reports and recommendations made by Local Healthwatch.	All
SC3 Service Standards 3.1 The Provider must not breach the thresholds in respect of the National Quality Requirements	All

	and Local Quality Requirements.	
3.2	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.	All
3.3	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).	All

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2022/23 SERVICE CONDITIONS (Shorter Form)

NHS STANDARD CONTRACT 2022/23 SERVICE CONDITIONS (Shorter Form)

<p>3.4 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.</p> <p>SC4 Co-operation</p> <p>4.1 The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract. The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law, 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, to facilitate the delivery of high quality, co-ordinated and integrated care for Service Users.</p>	<p>All</p> <p>All</p>
<p>4.2 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 (<i>Service Specifications – Enhanced Health in Care Homes</i>), perform any obligations on its part set out or referred to in Schedule 2Ai (<i>Service Specifications – Enhanced Health in Care Homes</i>) and/or Schedule 2G (<i>Other Local Agreements, Policies and Procedures</i>).</p> <p>SC5 Commissioner Requested Services/Essential Services</p> <p>5.1 The Provider must comply with its obligations under the Provider Licence (if required) in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.</p>	<p>CS, MH</p> <p>All</p>
<p>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.</p>	<p>All</p>
<p>SC6 Choice and Referral</p> <p>6.1 The Parties must comply with Guidance issued by the Department of Health and Social Care and NHS England regarding patients' rights to choice of provider and Consultant or Healthcare Professional.</p>	<p>All</p>

6.2 The Provider must 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. **All**

6.3 The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except: **All**

6.3.1 where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework, and then only if:

6.3.1.1 the service provided to that individual is a Service as described in any of the Service Specifications; and

6.3.1.2 where the relevant Service Specification identifies, as Provider's Premises, a postal address or addresses from which a Service User must or may attend to receive all or part of the Service, the service provided to that individual is delivered from such an address; or

6.3.2 where necessary for that individual to receive emergency treatment.

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2022/23 SERVICE CONDITIONS (Shorter Form)

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6.4	Except as permitted under the Service Specifications, the Provider must not carry out, nor refer to another provider to carry out, any treatment or care that is unrelated to a Service User's original Referral or presentation without the agreement of the Service User's GP.	All
SC7 Intentionally Omitted		
SC8 Making Every Contact Count and Self Care		
8.1	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	All
8.2	Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care.	All
SC9 Intentionally Omitted		
SC10 Personalised Care		
10.1	The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co - ordinating Commissioner.	All
10.2	Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.	CS, MH
SC11 Transfer of and Discharge from Care		
11.1	The Provider must comply with the Transfer of and Discharge from Care Protocols and all Law and Guidance (including Care and Treatment Review Guidance and Transfer and Discharge Guidance and Standards) relating to transfer of and discharge from care.	All
11.2	The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	All

11.3	The Provider must issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider within the timescale, and in accordance with any other requirements, set out in the relevant Transfer of and Discharge from Care Protocol.	All except PT
11.4	The Parties must comply with their 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.	CHC, CS, ELC, MH

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SC12 Communicating With and Involving Service Users, Public and Staff	
12.1 The Provider must ensure that all communications about a Service User's care with that Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP and other providers are clear and timely. The Provider must comply with the Accessible Information Standard.	All
12.2 The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open, clear and accessible manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.	All
12.3 The Provider must: 12.3.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.3.2 carry out other Surveys as agreed with the Co-ordinating Commissioner from time to time; and 12.3.3 provide a written report to the Co-ordinating Commissioner on the results of each Survey.	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).	All
SC14 Intentionally Omitted	
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.	MH
SC16 Complaints		
16.1	The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards and other Law and Guidance.	All

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<p>16.2 The Provider must:</p> <p>16.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and</p> <p>16.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.</p>	<p>All</p>
<p>SC17 Services Environment and Equipment</p> <p>17.1 The Provider must:</p> <p>17.1.1 ensure that the Services Environment and the Equipment comply with the Fundamental Standards of Care and</p> <p>17.1.2 comply with National Standards of Healthcare Cleanliness Standards.</p>	<p>All</p> <p>All except PT</p>
<p>17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.</p>	<p>All</p>
<p>17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.</p>	<p>All</p>
<p>SC18 Green NHS</p> <p>18.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment. The Provider must demonstrate to the Co-ordinating Commissioner how it will contribute towards a "Green NHS" with regard to Delivering a 'Net Zero' National Health Service commitments by taking specific actions and</p>	<p>All</p>

making appropriate adaptations with the aim of reducing air pollution, reducing the impact of climate change and severe weather, reducing use of single use plastics and reducing waste and water usage.	
SC19 – SC20 Intentionally Omitted	
SC21 Infection Prevention and Control 21.1 The Provider must comply with the Code of Practice on the Prevention and Control of Infections.	All
SC22 Intentionally Omitted	

NHS STANDARD CONTRACT 2022/23 SERVICE CONDITIONS (Shorter Form)

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 At a Commissioner's reasonable request, the Provider must promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy (or, at any time following the expiry or termination of this Contract, the original) of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	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
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.	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
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	All

<p>Commissioner Requested Services as designated by the Commissioners or any other commissioner),</p> <p>it must take the necessary action to meet NHSCFA Requirements including in respect of reporting via the NHS fraud case management system.</p>	
<p>24.3 If requested by the Co-ordinating Commissioner, 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. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the NHSCFA Requirements.</p>	<p>All</p>

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<p>24.4 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.</p>	<p>All</p>
<p>SC25 Other Local Agreements, Policies and Procedures</p> <p>25.1 The Parties must comply with their respective obligations under the documents contained in or referred to in Schedule 2G (<i>Other Local Agreements, Policies and Procedures</i>).</p>	<p>All</p>
<p>SC26 – SC27 Intentionally Omitted</p>	
<p>SC28 Information Requirements</p> <p>28.1 The Provider must:</p> <p>28.1.1 provide the information specified in and in accordance with this SC28 and Schedule 6A (<i>Reporting Requirements</i>);</p> <p>28.1.2 where and to the extent applicable, conform to all NHS information standards notices, data provision notices and information and data standards approved or published by, the Secretary of State, NHS England or NHS Digital;</p> <p>28.1.3 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner;</p> <p>28.1.4 comply with Data Guidance issued by NHS England and NHS Digital and with Data Protection Legislation in relation to protection of patient identifiable data;</p> <p>28.1.5 subject to and in accordance with Law and Guidance and any relevant standards issued by the Secretary of State, NHS England or NHS Digital, use the Service User's verified NHS Number as the consistent identifier of each record on all patient datasets;</p> <p>28.1.6 comply with Data Guidance and Data Protection Legislation on the use and disclosure of personal confidential data for other than direct care purposes, and</p> <p>28.1.7 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.</p>	<p>All</p>

28.2	The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.1 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.	All
28.3	The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not require the Provider to supply any information to any Commissioner locally for which that Commissioner cannot demonstrate purpose and value in connection with the discharge of that Commissioner's statutory duties and functions.	All
28.4	The Provider and each Commissioner must ensure that any information provided to any other Party in relation to this Contract is accurate and complete.	All

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28.5	The Provider must ensure that each dataset that it provides under this Contract contains the ODS code and/or other appropriate identifier for the relevant Commissioner. The Parties must have regard to Commissioner Assignment Methodology Guidance and Who Pays? Guidance when determining the correct Commissioner code in activity datasets.	All
28.6	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
SC29 Managing Activity and Referrals		
29.1	The Commissioners must use all reasonable endeavours to procure that that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	All
29.2	The Provider must comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	All
29.3	Before the start of each Contract Year, the Parties may agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero).	All
29.4	The Provider must submit an Activity and Finance Report to the Co-ordinating Commissioner in accordance with Schedule 6A (<i>Reporting Requirements</i>).	All
29.5	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against the thresholds set out in any agreed Indicative Activity Plan, any previous Activity and Finance Reports and generally.	All
29.6	Each Party must notify the other(s) as soon as reasonably practicable after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity specifying the nature of the unexpected pattern and their initial opinion as to its likely cause.	All
29.7	The Parties must meet to discuss any notice given under SC29.6 as soon as reasonably practicable and must seek to agree any actions required of any Party in response to the circumstances identified.	All
SC30 Emergency Preparedness, Resilience and Response		

30.1	The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	All
30.2	The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 30.2.1 the activation of its Incident Response Plan and/or Business Continuity Plan; or 30.2.2 any risk or any actual disruption to CRS or Essential Services .	All
30.3	The Provider must 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
SC31 Intentionally Omitted		

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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 a named professional 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; and 32.2.3 a Mental Capacity and Liberty Protection Safeguards Lead; and 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 and child abuse and sexual exploitation, domestic abuse, radicalisation and female genital mutilation (as relevant to the Services, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Abuse and Exploitation Guidance)).	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 Law and Guidance; 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 and MCA training for all relevant Staff and must have regard to Intercollegiate Guidance in Relation to Safeguarding Training.	All
SC33 Incidents Requiring Reporting	

33.1	The Provider must notify deaths, Serious Incidents and other incidents to CQC, and to any relevant Regulatory or Supervisory Body or other official body, in accordance with Good Practice, Law and Guidance.	All
33.2	The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework (or any successor frameworks as applicable).	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 (<i>Incidents Requiring Reporting Procedure</i>) and under Schedule 6A (<i>Reporting Requirements</i>).	All

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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 (<i>Incidents Requiring Reporting Procedure</i>) and in Schedule 6A (<i>Reporting Requirements</i>).	All
33.5	The Commissioners may (subject to Law) use any information provided by the Provider under this SC33, Schedule 6C (<i>Incidents Requiring Reporting Procedure</i>) and Schedule 6A (<i>Reporting Requirements</i>) in any report which they make in connection with Serious Incidents.	All
33.6	The Provider must have in place arrangements to ensure that it can receive and respond appropriately to National Patient Safety Alerts.	All
SC34 Care of Dying People		
34.1	The Provider must have regard to Guidance on Care of Dying People and must, where applicable, comply with SCCI 1580 (Palliative Care Co-ordination: Core Content) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.	All
SC35 Duty of Candour		
35.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	All
35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	All
SC36 Payment Terms		
36.1	Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the National Tariff, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.	All
Prices		
36.2	The Prices payable by the Commissioners under this Contract will be:	All
	36.2.1 for any Service for which the National Tariff mandates a National Price:	
	36.2.1.1 the National Price; or	

36.2.1.2	the National Price as modified by a Local Variation; or	
36.2.1.3	(subject to SC36.15 to 36.19 (<i>Local Modifications</i>)) the National Price as modified by a Local Modification approved or granted by NHS England,	
	for the relevant Contract Year; or	
36.2.2	for any Service for which the National Tariff does not mandate a National Price, the Local Price for the relevant Contract Year.	

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Local Prices	
36.3 The Co-ordinating Commissioner and the Provider have agreed and set out in Schedule 3A (<i>Local Prices</i>) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. The Parties must in any event have regard to the efficiency and cost adjustments set out in the National Tariff where applicable.	All
36.4 Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff.	All
36.5 The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Schedule 3A (<i>Local Prices</i>). 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
36.6 If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Price for the following Contract Year by the date 2 months before the start of that Contract Year, or there is a dispute as to the application of any agreed adjustment mechanism, either may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	All
36.7 If on or following completion of the mediation process the Co -ordinating Commissioner and the Provider still cannot agree any Local Price for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co -ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice.	All
36.8 If any Local Price has not been agreed or determined in accordance with SC36. 5 and 36.6 before the start of a Contract Year then the Local Price will be that which applied for the previous Contract Year increased or decreased in accordance with the efficiency and cost adjustments set out in the National Tariff . The application of these prices will not affect the	All

	right to terminate this Contract as a result of non-agreement of a Local Prices under SC36.7.	
36.9	All Local Prices and any annual adjustment mechanism agreed in respect of them must be recorded in Schedule 3A (<i>Local Prices</i>). 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
	National Price - Local Variations	
36.10	The Co-ordinating Commissioner and the Provider may agree a Local Variation for one or more Contract Years or for the duration of this Contract.	All
36.11	The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	All
36.12	If the Co-ordinating Commissioner and the Provider agree any Local Variation for a period less than the duration (or remaining duration) of this Contract, the relevant Price must be reviewed before the expiry of the last Contract Year to which the Local Variation applies.	All

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36.13	If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Variation to apply to the following Contract Year, the Price payable for the relevant Service for the following Contract Year will be the National Price.	All
36.14	Each Local Variation must be recorded in Schedule 3B (<i>Local Variations</i>), 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
National Price - Local Modifications		
36.15	The Co-ordinating Commissioner and the Provider may agree (or NHS England may determine) a Local Modification in accordance with the National Tariff.	All
36.16	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
36.17	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 SC36.10 to 36.14).	All
36.18	If NHS England has refused to approve an agreed and proposed Local Modification, the Price	All

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

36.19	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 (<i>Local Modifications</i>).	All
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Payment where the Parties have agreed an Expected Annual Contract Value

36.20	Each Commissioner must make payments on account to the Provider in accordance with the provisions of SC36.21 or if applicable SC36.22 and 36.23.	All
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36.21 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 3D (<i>Expected Annual Contract Values</i>)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each month beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.	All
36.22 In order to confirm the actual sums payable for Services delivered, the Provider must provide a separate reconciliation account for each Commissioner for each Quarter showing the aggregate and a breakdown of the Prices for all Services delivered and completed in that Quarter. Each reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (<i>Information Requirements</i>) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 25 Operational Days after the end of the Quarter to which it relates.	All
36.23 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	All
36.24 Each Commissioner must either agree the reconciliation account produced in accordance with SC36.22 or wholly or partially contest the reconciliation account in accordance with SC36.34. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	All
36.25 A Commissioner's agreement of a reconciliation account (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner (or, where payments are to be aggregated, by the Co-ordinating Commissioner) to the Provider or by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner), as appropriate. The Provider must provide to the Commissioner (or the Co-ordinating Commissioner) an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or the issue of the credit note.	All
Payment where the Parties have not agreed an Expected Annual Contract	

Value in relation to any Services	
<p>36.26 Where the Provider is an NHS Trust or an NHS Foundation Trust and in respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue an invoice within 15 Operational Days after the end of each Quarter to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of Services provided to that Commissioner in that Quarter. Subject to SC36.34 the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle each invoice within 10 Operational Days of receipt of the invoice.</p>	All
<p>36.27 Where the Provider is not an NHS Trust or an NHS Foundation Trust and in respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue an invoice within 15 Operational Days after the end of each month to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of Services provided to that Commissioner in that month. Subject to SC36.34 the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle each invoice within 10 Operational Days of receipt of the invoice.</p>	All
<p>36.28 Not used.</p>	

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<p>Statutory and Other Charges</p> <p>36.29 Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.</p>	<p>All</p>
<p>36.30 The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.</p>	<p>All</p>
<p>36.31 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:</p> <p>36.31.1 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;</p> <p>36.31.2 if the Provider has failed to take all reasonable steps to:</p> <p>36.31.2.1 identify a Chargeable Overseas Visitor; or</p> <p>36.31.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,</p> <p>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;</p>	<p>All</p>
<p>36.31.3 (subject to SC36.31.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate contribution on account for all Services delivered by the Provider in accordance</p>	

with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner;

36.31.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance);

36.31.5 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another state, including the overseas visitors treatment portal; and

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<p>36.31.6 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 reporting portal.</p>	
<p>36.32 In its performance of this Contract the Provider must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Contract, the Law and/or Guidance.</p>	<p>All</p>
<p>VAT</p> <p>36.33 Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.</p>	<p>All</p>
<p>Contested Payments</p> <p>36.34 If a Party contests all or any part of any payment calculated in accordance with this SC36:</p> <p>36.34.1 the contesting Party must (as appropriate):</p> <p>36.34.1.1 within 5 Operational Days of the receipt of a reconciliation account in accordance with SC36.22; or</p> <p>36.34.1.2 within 5 Operational Days of the receipt by that Party of an invoice in accordance with SC36.26,</p> <p>notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and</p> <p>36.34.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and</p> <p>36.34.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.34.1, the contesting Party must refer the matter to Dispute Resolution,</p>	<p>All</p>

<p>and following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC36.34, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36. 35. For the purposes of SC36.35 the date the amount was due will be the date it would have been due had the amount not been disputed.</p>	
<p>Interest on Late Payments</p> <p>36.35 Subject to any express provision of this Contract to the contrary, each Party will be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the day after the date on which payment was due up to and including the date of payment.</p>	<p>All</p>

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Set Off	
36.36 Whenever any sum is due from one Party to another as a consequence of reconciliation under this SC36 or Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.	All
Invoice Validation	
36.37 The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.	All
Submission of Invoices	
36.38 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.	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.	All

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ANNEX A National Quality Requirements

Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Month	CS D
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 –	Operating standard of 80%	See Contract Technical Guidance Appendix 2	Quarter	MH

	this standard does not apply to specialised mental health services commissioned by NHS England)					
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-and-our	Ongoing	All	
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/mental-health/resources/access-waiting-time/	Quarter	MH	

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Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH

	Community health services two-hour urgent response standard	Operating standard of 70% from 1 January 2023	See: <i>Community health services two-hour crisis response standard guidance</i> , available at https://www.england.nhs.uk/publication/community-health-services-two-hour-crisis-response-standard-guidance/ ; and <i>Urgent community response – two-hour and two-day response standards: 2020/21 technical data guidance</i> available at https://www.england.nhs.uk/coronavirus/publication/urgent-community-response-two-hour-and-two-day-response-standards-2020-21-technical-data-guidance/	Quarterly	CS
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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*).

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

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NHS Standard Contract 2022/23 General Conditions (Shorter Form)

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NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

Publication Approval Number: PAR907

NHS STANDARD CONTRACT 2022/23 GENERAL CONDITIONS (Shorter Form)

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.

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 Parties must work together to facilitate the delivery of the Services with effect from the Expected Service Commencement Date.
- 4.3 The Provider must notify the Co-ordinating Commissioner of any material change to any Conditions Precedent document it has delivered under GC4.1 within 5 Operational Days of becoming aware of that change.

GC5 Staff

General

- 5.1 The Provider must apply the Principles of Good Employment Practice (where applicable) and the staff pledges and responsibilities outlined in the NHS Constitution.
- 5.2 The Provider must comply with regulations 18 and 19 of the 2014 Regulations, and without prejudice to that obligation must ensure that there are sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Contract.
- 5.3 The Provider must ensure that all Staff:
 - 5.3.1 if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;

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- 5.3.2 have the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised (including where appropriate through preceptorship, clinical supervision and rotation arrangements), managerially and professionally;
 - 5.3.3 are covered by the Provider's (and/or by the relevant Sub-Contractor's) Indemnity Arrangements for the provision of the Services;
 - 5.3.4 carry, and where appropriate display, valid and appropriate identification; and
 - 5.3.5 are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public.
- 5.4 The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:
- 5.4.1 proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction;
 - 5.4.2 full and detailed appraisal (in terms of performance and on-going education and training) using where applicable the Knowledge and Skills Framework or a similar equivalent framework; and
 - 5.4.3 professional leadership appropriate to the Services,
- each in accordance with Good Practice and the standards of their relevant professional body (if any), and having regard to the Core Skills Training Framework.
- 5.5 The Provider must cooperate with the LETB and Health Education England in the manner and to the extent they request in planning the provision of, and in providing, education and training for healthcare workers, and must provide them with whatever information they request for such purposes. The Provider must have regard to the HEE Quality Framework.
- 5.6 If any Staff are members of the NHS Pension Scheme the Provider must participate and must ensure that any Sub-Contractors participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Authority in accordance with Guidance.

Freedom To Speak Up

- 5.7 The Provider must:
- 5.7.1 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;

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- 5.7.2 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;
- 5.7.3 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;
- 5.7.4 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; and
- 5.7.5 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

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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.

Pre-employment Checks

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

5.8.1 NHS Employment Check Standards; and

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

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

TUPE

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

GC6 – GC7 Intentionally Omitted

GC8 Review

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

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

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Commissioner may have under this GC9.

- 9.2 The provisions of this GC9 do not affect any other rights and obligations the Parties may have under this Contract.

Contract Performance Notice

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

Contract Management Meeting

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

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

Remedial Action

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

GC10 Co-ordinating Commissioner and Representatives

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

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) until its (or their) liability may reasonably be considered to have ceased, at its (or their) own cost (and not that of any employee), appropriate Indemnity Arrangements in respect of:

11.3.1 employers' liability;

11.3.2 clinical negligence, where the provision or non-provision of any part of the Services (or any other services under this Contract) may result in a clinical negligence claim;

11.3.3 public liability; and

11.3.4 professional negligence.

11.4 Within 5 Operational Days following written request from the Co-ordinating Commissioner, the Provider must provide documentary evidence that Indemnity Arrangements required under GC11.3 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

11.5 No later than 3 months prior to the expiry of this Contract, or within 10 Operational Days following the date of service of notice to terminate or of agreement to terminate this Contract (as appropriate), the Provider must provide to the Co-ordinating Commissioner satisfactory evidence in writing of its (and its Sub-Contractors') arrangements to satisfy the requirements of GC11.3 in respect of any ongoing liability it has or may have in negligence to any Service User or Commissioner arising out of a Service User's care and treatment under this Contract. If the Provider fails to do so the Commissioners may themselves procure appropriate Indemnity Arrangements in respect of such ongoing liabilities and the Provider must indemnify and keep the Commissioners indemnified against the costs incurred by them in doing so.

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

11.7 Nothing in this Contract will exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

11.8 Except where expressly stated to the contrary, an indemnity under this Contract will not apply and there will be no right to claim damages for breach of this Contract, in tort or on any other basis whatsoever, to the extent that any loss claimed by any Party under that indemnity or on that basis is for Indirect Losses.

- 11.9 Each Party will at all times take all reasonable steps to minimise and mitigate any Losses or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under this Contract.

GC12 Assignment and Sub-Contracting

- 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. The approval of any sub-contracting arrangement may include approval of the terms of the proposed Sub-Contract.
- 12.2 Sub-contracting any part of this Contract will not relieve the Provider of any of its obligations or duties under this Contract. The Provider will be responsible for the performance of and will be liable to the Commissioners for the acts and/or omissions of all Sub-Contractors as though they were its own.

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- 12.3 Any positive obligation or duty on the part of the Provider under this Contract includes an obligation or duty to ensure that all Sub-Contractors comply with that positive obligation or duty. Any negative duty or obligation on the part of the Provider under this Contract includes an obligation or duty to ensure that all Sub-Contractors comply with that negative obligation or duty.
- 12.4 This Contract will be binding on and will be to the benefit of the Provider and each Commissioner and their respective successors and permitted transferees and assigns.

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 Coordinating Commissioner on behalf of the Commissioners and by the authorised signatory of the Provider.

GC14 Dispute Resolution

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

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- 14.4 The expert will decide the procedure to be followed in the determination and must make the determination within 30 Operational Days of his appointment (or to such other timescale as the Parties agree) and the Parties must assist and provide the documentation that the expert requires for the purpose of the determination.
- 14.5 Each Party will bear its own costs in relation to the expert determination. The expert's fees and properly incurred costs will be borne by the Parties equally or in such other proportions as the expert may direct.
- 14.6 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

- 14.7 Nothing in this GC14 prevents any Party seeking an injunction relating to any matter arising under GC20 (*Confidential Information of the Parties*).

GC15 Governance, Transaction Records and Audit

- 15.1 The Provider must comply with regulation 17 of the 2014 Regulations.
- 15.2 The Provider must comply with all reasonable written requests made by any relevant Regulatory or Supervisory Body (or its authorised representatives), a Local Auditor, or any Authorised Person for access to the Provider's Premises and/or the Services Environment and/or the premises of any Sub-Contractor, and/or to Staff, and/or information relating to the provision of the Services:
- 15.2.1 to audit or inspect those premises and/or the provision of the Services; or
 - 15.2.2 in connection with the detection and investigation of bribery, fraud, corruption or security incidents.
- 15.3 Subject to compliance with the Law and Good Practice the Parties must implement and/or respond to all relevant recommendations:
- 15.3.1 made in any report by a relevant Regulatory or Supervisory Body; or
 - 15.3.2 agreed with the National Audit Office or a Local Auditor following any audit; or
 - 15.3.3 of any appropriate clinical audit or clinical outcome review programme; or
 - 15.3.4 that are otherwise agreed by the Provider and the Co-ordinating Commissioner to be implemented.
- 15.4 The Parties must maintain complete and accurate Transaction Records.
- 15.5 The Provider must, at its own expense, in line with applicable Law and Guidance implement an ongoing, proportionate programme of clinical audit of the Services in accordance with Good Practice and provide to the Co-ordinating Commissioner on request the findings of any such audits.
- 15.6 The Co-ordinating Commissioner may at any time, 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 any aspect of the Services, the Provider's invoices and/or the performance of any of the Provider's obligations under this Contract. Subject to 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*). The cost of any audit carried out under this GC15.6 will be borne by the Commissioners.

GC16 Suspension

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

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- 16.5 The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.

GC17 Termination

Termination: No Fault

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

Termination: Commissioner Default

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

Termination: Provider Default

- 17.5 The Co-ordinating Commissioner may terminate this Contract or any affected Service, with immediate effect, by written notice to the Provider if:
- 17.5.1 any Condition Precedent is not met by the relevant Longstop Date; or
- 17.5.2 the Provider ceases to carry on its business or substantially all of its business; or

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- 17.5.3 a Provider Insolvency Event occurs; or
- 17.5.4 the Provider is in breach of any material obligation, or has persistently breached any obligation, on its part under this Contract and, if capable of remedy, the Provider fails to remedy the breach or breaches within 20 Operational Days following receipt of notice from the Co-ordinating Commissioner requiring it to do so; or
- 17.5.5 termination is required by any Regulatory or Supervisory Body; or
- 17.5.6 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;
- 17.5.7 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

- 17.5.8 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 Before and after termination or expiry of this Contract or of any Service the Provider must co-operate fully with the Co-ordinating Commissioner and any successor provider of the terminated Services in order to ensure continuity and a smooth transfer of the expired or terminated Services.

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 Without prejudice to the obligations of the Parties under SC28 (*Information Requirements*) in relation to personal information that is confidential, each Party must, except as permitted by this GC20, keep confidential all information disclosed to it by any other Party in connection with this Contract, and must use all reasonable endeavours to prevent their Staff from making any disclosure to any person of that information.
- 20.2 GC20.1 will not apply to disclosure of information that:
- 20.2.1 is in or comes into the public domain other than by breach of this Contract;
 - 20.2.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
 - 20.2.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.

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20.3 A Party may disclose the other Party's Confidential Information:

20.3.1 to comply with applicable Law;

20.3.2 to any appropriate Regulatory or Supervisory Body;

20.3.3 in connection with any Dispute Resolution or litigation between the Parties;

20.3.4 as permitted under any other express arrangement or other provision of this Contract; and

20.3.5 where the disclosing Party is a Commissioner, to NHS Bodies for the purposes of carrying out their duties.

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

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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.

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- 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 the 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 a 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 Schedule 6F (*Provider Data Processing Agreement*) 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.

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- 21.16 Without prejudice to GC 12 (*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 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 Schedule 6F (*Provider Data Processing Agreement*) (if any) 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 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 will 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 the same as set out in this GC 21.16.3 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:

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- 21.16.3.8.1 the name and contact details of 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

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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;

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- 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

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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.

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

GC24 Change in Control

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

GC25 Warranties

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

GC26 Prohibited Acts

- 26.1 The Provider must not commit any Prohibited Act.

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26.2 If the Provider or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act in relation to this Contract with or without the knowledge of the Co-ordinating Commissioner, the Co-ordinating Commissioner will be entitled:

26.2.1 to exercise its right to terminate under GC17.4 (*Termination*) and to recover from the Provider the amount of any loss resulting from the termination; and

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

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- 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.

GC28 Force Majeure

- 28.1 If an Event of Force Majeure occurs, the Affected Party must:
- 28.1.1 take all reasonable steps to mitigate the consequences of that event;
 - 28.1.2 resume performance of its obligations as soon as practicable; and
 - 28.1.3 use all reasonable efforts to remedy its failure to perform its obligations under this Contract.
- 28.2 The Affected Party must notify the other Parties immediately when it becomes aware of the Event of Force Majeure, giving detail of the Event of Force Majeure and its likely impact on the delivery of the Services.
- 28.3 If it has complied with its obligations under GC28.1 and 28.2, the Affected Party will be relieved from liability under this Contract if and to the extent that it is not able to perform its obligations under this Contract due to the Event of Force Majeure.

GC29 Third Party Rights

- 29.1 A person who is not a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Contract, except that, to the extent that it applies in its or their favour, this Contract may be enforced by:
- 29.1.1 a person who is the Provider's employee and is performing the Services for the Provider, if the matter to be enforced or the benefit to be enjoyed arises under GC5 (*Staff*), other than GC5.2 and GC5.3.2 (*Staff*);
 - 29.1.2 the Secretary of State;

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- 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 of any Service, if the matter to be enforced or the benefit to be enjoyed arises under Schedule 8 (*TUPE*).
- 29.2 Subject to GC13.2.2 (*Variations*), the rights of the Parties to terminate, rescind or agree any Variation, waiver or settlement under this Contract are not subject to the consent of any person who is not a party to this Contract.

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.

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 – GC35 Intentionally Omitted

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:

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- 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.

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- 39.2 Subject to the provisions of GC14 (*Dispute Resolution*), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Contract (whether contractual or non-contractual in nature).

DEFINITIONS AND INTERPRETATION

1. The headings in this Contract will not affect its interpretation.
2. Reference to any statute or statutory provision, to Law, or to Guidance, includes a reference to that statute or statutory provision, Law or Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced.
3. Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
4. References to Conditions and Schedules are to the Conditions and Schedules of this Contract, unless expressly stated otherwise.
5. References to any body, organisation or office include reference to its applicable successor from time to time.
6. Any references to this Contract or any other documents or resources includes reference to this Contract or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
7. Use of the singular includes the plural and vice versa.
8. Use of the masculine includes the feminine and vice versa.
9. Use of the term “including” or “includes” will be interpreted as being without limitation.
10. The following words and phrases have the following meanings:

1983 Act the Mental Health Act 1983

1983 Act Code the ‘code of practice’ published by the Department of Health 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 Regulations the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014

2022 Act the Health and Care Bill (Bill 140) once it has received royal assent

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*)

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

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

Authorised Person

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

Best Practice any methodologies, pathway designs and processes relating to the Services developed by the Provider or any Sub-Contractor (whether singly or jointly with any Commissioner or other provider) for the purposes of delivering the Services and which are capable of wider use in the delivery of healthcare services for the purposes of the NHS, but not including inventions that are capable of patent protection and for which patent protection is being sought or has been obtained, registered designs, or copyright in software

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

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

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

Caldicott Information Governance Review the Information Governance Review (March 2013) also known as Caldicott 2, available at: <https://www.gov.uk/government/publications/the-information-governance-review>

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

Care 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/>

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

CEDR the Centre for Effective Dispute Resolution

Change in Control

- (i) any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation; or
- (ii) any change in the ability to control an NHS Foundation Trust, NHS Trust or NHS Body by virtue of the entering into of any franchise, management or other agreement or arrangement, under the terms of which the control

over the management of the relevant NHS Foundation Trust, NHS Trust or NHS Body is conferred on another person without the Co-ordinating Commissioner's prior written consent

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

Child Sexual Abuse and Exploitation Guidance the *Child Sexual Exploitation: Health Working Group Report* and the Department of Health 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 Abuse and Sexual Exploitation Guidance

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

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

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 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 Representative a person identified as such in the Particulars

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

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 GC9.3 (*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 GC9.4 (*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/>

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

CRS has the meaning given to it 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/secondary-uses-service-sus/data-landing-portal-dlp>

Data Landing Portal Acceptable Use Statement the 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 Processor has the same meaning as “Processor” in the Data Protection Legislation

Data Protection Legislation

- (i) the UK GDPR and any applicable national Laws implementing them as amended from time to time
- (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 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

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

2012 **Debt Securities** debentures, debenture or loan stock, bonds and notes, whether secured or

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

Delivering a 'Net Zero' National Health Service the strategy document 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/>

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

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)

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

Dispute a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

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

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

DPA 2018 the Data Protection Act 2018

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

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>

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/epr/>

Equipment medical or non-medical equipment that the Provider may use in the delivery of the Services (including Vehicles)

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

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

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

Expiry Date the last day of the Contract Term

FFT Guidance guidance on the implementation of the NHS Friends and Family Test, available at: <https://www.england.nhs.uk/fft>

FOIA the Freedom of Information Act 2000

Freedom to Speak Up Guardian the individual appointed by the Provider in accordance with the Department of Health 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>

an

identified as such in the Particulars

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

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

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

General Condition or **GC** any of 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

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

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

Guidance on Care of Dying People

- (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: <https://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

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

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-ipsis-expert-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 Quality Framework the Health Education England Quality Framework, available at: <https://hee.nhs.uk/our-work/quality>

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

Ireland **Holding Company** has the definition given to it in section 1159 of the

Companies Act 2006 **HRA** the Human Rights Act 1998

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>

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:

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- (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

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)

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](https://www.rcpch.ac.uk/sites/default/files/Looked%20after%20children%20Knowledge%20skills%20and%20competence%20of%20healthcare%20staff.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

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

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

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

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

Longstop Date each date referred to as such in the Particulars

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

Making Every Contact Count Guidance the guidance and tools issued by NHS England, Public Health England and Health Education England, available at: <https://www.makeeverycontactcount.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/>

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*)

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 (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

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 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 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 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 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 quality 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 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-of-healthcare-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

Never Events Policy Framework the *Never Events Policy Framework*, available at:
<https://www.england.nhs.uk/publication/never-events/>

NHS the National Health Service in England

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

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

NHS Care Records Guarantee the publication setting out the rules that govern how patient information is used in the NHS and what control the patient can have over this, available here:
https://webarchive.nationalarchives.gov.uk/20130513181153/http://www.nigb.nhs.uk/pubs/nhs_crg.pdf

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 standards 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 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 (<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit>) 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

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

NHS Identity the name and logo of the NHS and any other names, logos and graphical presentations as held by the Secretary of State required to be used in connection with the provision of the Services

NHS Identity Guidelines NHS Identity policy and guidelines, available at <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 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) and the National Health Service Pension Scheme Regulations 2008 (SI 2008/653)

NHS Serious Incident Framework NHS England's serious incident framework, available at: <https://www.england.nhs.uk/patient-safety/serious-incident-framework/>

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

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

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

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

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

Nominated Individual 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)

Notice Period the period specified as such in the Particulars

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

Occasion of Tax Non-compliance

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

ODS the NHS Organisation 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

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/ukxi/2015/238/contents/made>, <http://www.legislation.gov.uk/ukxi/2017/756/contents/made> and <https://www.legislation.gov.uk/ukxi/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

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

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

Personal Data has the meaning given to it in Data Protection Legislation

Personal Data Breach has the meaning given to it in Data Protection Legislation

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

Price a National Price, or a National Price adjusted by a Local Variation or Local Modification, or a Local Price, as appropriate

Primary Care Network or **PCN** a locally-established network of providers of general medical services, as described at: <https://www.england.nhs.uk/gp/gp/v/redesign/primary-care-networks/>

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

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:

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- (i) Article 13 and Article 14 of the UK GDPR; or
- (ii) DPA 2018

Prohibited Act the Provider:

- (i) in connection with this Contract, paying or agreeing to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Co-ordinating Commissioner; or
- (ii) committing an offence under the Bribery Act 2010

Provider the party identified as such in the Particulars

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

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

- (i) the Provider being, or being deemed for the purposes of any Law to be, unable to pay its debts or insolvent;
- (ii) the Provider admitting its inability to pay its debts as they fall due;
- (iii) the value of the Provider's assets being less than its liabilities taking into account contingent and prospective liabilities;
- (iv) the Provider suspending payments on any of its debts or announces an intention to do so;
- (v) by reason of a 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;

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- (vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider;
- (viii) a composition, assignment or arrangement with any creditor of any member of the Provider;
- (ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Provider or any of its assets;
- (x) a resolution of the Provider or its directors is passed to petition or apply for the Provider's winding-up or administration;
- (xi) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise); or
- (xii) if the Provider suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident

Provider Licence a licence granted under section 87 of the 2012 Act

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

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 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/>

Records Management Code of Practice for Health and Social Care guidance on management and retention of records available at: <https://www.nhs.uk/information-governance/guidance/records-management-code/>

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

Referrer

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

Regulatory or Supervisory Body any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party or Staff must comply or to which it or they must have regard, including CQC, NHS England, the Department of Health and Social Care, NICE, Healthwatch England and Local

Healthwatch, the UK Health Security Agency, the General Pharmaceutical Council, the Healthcare Safety Investigation Branch, and 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

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 Sub-Contractor

Review Meeting a meeting to be held in accordance with GC8.1 (*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 (<http://www.rcpsych.ac.uk/usefulresources/publications/collegereports/cr/cr159.aspx>)

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/wp-content/uploads/2015/07/safeguarding-children-young-people-adults-at-risk-saaf-1.pdf>

(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*)

Secretary of State the Secretary of State for Health 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

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 Quality Performance Report the report required by Schedule 6A (*Reporting Requirements*)

Service Specifications each of the service specifications defined by the Commissioners and set out in Schedule 2A (*Service Specifications*) (including, where appropriate, Schedule Ai and/or Schedule 2Aiii)

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

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

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

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

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

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

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

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>

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

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

Suspension Event the occurrence of any of the following:

- (i) any Commissioner and/or any Regulatory or Supervisory Body having reasonable grounds to believe that the Provider is or may be in breach of the Law, or in material breach of the Quality Requirements or regulatory compliance Standards issued by a Regulatory or 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 being in breach of any material obligation, or in persistent breach of any obligation, on its part under this Contract; or
- (iv) the Co-ordinating Commissioner, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or
- (v) the Provider failing to complete an action required of it, or to deliver or maintain the improvement required of it within the timescales and otherwise as agreed in accordance with GC9.6 (except as a result of an act or omission or the unreasonableness of any Commissioner); or
- (vi) the Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or the Provider Licence

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/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/scci2075-assessment-discharge-and-withdrawal-notices-between-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/>

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

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

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

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

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

Who Pays? Guidance *Who Pays? Determining the responsibility for payments to providers*, available at: <https://www.england.nhs.uk/who-pays/>

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