

Subject: FW: NHS Phallo FoI
Date: 2022-10-10 16:59
From: REDACTED
To: REDADCTED

Thank you for your Freedom of Information (FOI) request dated 14 August 2022. Please accept our apologies for the delay in responding to your request. This was due to delays in collating the information.

Your exact request was:

“I am writing to you to request information under the Freedom of Information Act regarding provision of phalloplasty and metoidioplasty by New Victoria Hospital (NVH), Kingston upon Thames.

Specifically, I am requesting the following:

- An electronic copy of the relevant Service Level Agreement
- Answers to the following questions:

·Is there a minimum number of phalloplasty surgeries that NVH is required to conduct annually, and if so what is this minimum?

·Is there a minimum number of metoidioplasty surgeries that NVH is required to conduct annually, and if so what is this minimum?

·How many phalloplasty or metoidioplasty surgeries have NVH conducted this year?

·How many were stage 1 phalloplasty?

·How many were stage 2 phalloplasty?

·How many were stage 3 phalloplasty?

·How many were metoidioplasty?

·How many were repairs?

·Of repairs, how many were successful?

·How many were hysterectomy for patients on the waiting list?”

NHS England holds some information in relation to your request.

An electronic copy of the relevant Service Level Agreement

NHS England holds information about the Service Level Agreement; however, some of this information has been withheld under section 40(2) personal information and 43(2) (commercial interests), which exempts from the general duty to release information which would, or would be likely to, prejudice the commercial interests of any entity, including the public authority holding the information.

Section 43(2) is a prejudice based exemption and, as such, we are required to assess both the prejudice test and the public interest test in withholding this information against that of its release.

When assessing the prejudice test, NHS England needs to demonstrate that there would be an impact on the commercial interests of NHS England or upon a third party should this information be released. NHS England is of the opinion that disclosure of this information would provide suppliers and other parties relevant to negotiations with information which would not ordinarily be available to them. Releasing some of this information will also affect future relationships between NHS England and third parties and NHS England believes that sharing the information will be detrimental to a third party.

NHS England is also required to conduct the public interest test, which assesses whether releasing the information would be in the public interest despite the prejudice test being satisfied. It is important to bear in mind that any disclosure under the FOI Act is a disclosure to the public at large and not just to the applicant.

We recognise that there is a general public interest in release of such information in-line with NHS England's commitment to openness and transparency. However, on this occasion we consider that disclosure would disadvantage NHS England's negotiating position and threaten our ability to secure value for money, as well as threaten our relationships with third parties.

We consider that the names, job titles and contact details of all NHS England staff members and the names, job titles and contact details of third parties amount to personal data and are therefore withholding this information under section 40 (2) of the FOI Act.

Section 40(2) states that requested information is exempt from disclosure if the first or the second condition at section 40(3A)(a) of the FOI Act is satisfied. This is on the grounds that it amounts to personal data and the first condition under section 40(3A)(a) is satisfied, namely that disclosure would amount to a breach of the first data protection principle (personal data should be processed lawfully, fairly and in a transparent manner) as the individuals concerned would have a reasonable expectation that these particular items of personal information would not be disclosed into the public domain. Section 40 is an absolute exemption and consideration of the public interest test in disclosure is not required.

Please find the redacted document attached.

Is there a minimum number of phalloplasty surgeries that NVH is required to conduct annually, and if so, what is this minimum?

There is not a minimum number of phalloplasty surgeries that New Victoria Hospital is required to conduct annually. There is an indicative activity plan in their contract, which provides an indication of the number of procedures they are expected to perform. The provider is reimbursed based on the actual activity levels delivered.

The total indicative activity for phalloplasty procedures in the financial year 2021/22, from the service start in December 2021 to the end of the year 31st March 2022, was 181. The total indicative activity specifically for phalloplasty procedures in the financial year 1st April 2022 – 31st March 2023 is 406.

Is there a minimum number of metoidioplasty surgeries that NVH is required to conduct annually, and if so, what is this minimum?

There is not a minimum number of metoidioplasty surgeries that New Victoria Hospital is required to conduct annually. There is an indicative activity plan in their contract, which provides an indication of the number of procedures they are expected to perform. The provider is reimbursed based on the actual activity levels delivered.

The total indicative activity for metoidioplasty procedures in the financial year 2021/22, from the service start in December 2021 to the end of the year 31st March 2022, was 30. The total indicative activity specifically for metoidioplasty procedures in the financial year 1st April 2022 – 31st March 2023 is 66.

How many phalloplasty or metoidioplasty surgeries have NVH conducted this year?

The latest data available at the time of the request is from 30th June 2022. The total number of primary phalloplasty and metoidioplasty procedures that New Victoria Hospital conducted so far in this calendar year, between 1st January and 30th June 2022 was 139 procedures. Of these, 102 took place in the current financial year, i.e. 1st April – 30th June 2022. Repair procedures are not included, as this data is not currently held by NHS England.

How many were stage 1 phalloplasty?

This data is not held by NHS England.

How many were stage 2 phalloplasty?

This data is not held by NHS England.

How many were stage 3 phalloplasty?

This data is not held by NHS England.

How many were metoidioplasty?

Fewer than 5 metoidioplasties took place between 1st January and 30th June 2022. For the privacy of individual patients, we are unable to disclose the exact number under section 40(2) of the FOI Act, which relates to personal information of third parties.

We consider that the disclosure of this information could breach an individual's confidentiality, as there is a risk that individuals may be identified if this data is put together with other information that is, or may become, available on that individual. We believe that this could cause unnecessary or unjustified distress or damage to the individual in question and would therefore contravene the principles of 'fairness' as defined by the Data Protection Act.

How many were repairs?

This data is not held by NHS England.

Of repairs, how many were successful?

This data is not held by NHS England.

How many were hysterectomy for patients on the waiting list?

No hysterectomies took place at New Victoria Hospital between 1st January and 30th June 2022 for patients on the masculinising genital surgery waiting list.



NHS Standard Contract 2021/26

Particulars (Full Length)

Contract title / ref: AX0

New Victoria Hospital

Prepared by: NHS Standard Contract Team, NHS England
nhscb.contractshelp@nhs.net
(please do not send contracts to this email address)

Version number: 1

First published: March 2021

Publication Approval Number: PAR478

Contract Reference	2021-2026 AX0 New Victoria
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DATE OF CONTRACT	1 December 2021
SERVICE COMMENCEMENT DATE	1 December 2021
CONTRACT TERM	5 years commencing 1 December 2021
COMMISSIONERS	NHS England
CO-ORDINATING COMMISSIONER	NHS England
PROVIDER	New Victoria Hospital ODS AX0 Principal and/or registered office address: New Victoria Hospital, 184 Coombe Lane West, Kingston upon Thames, KT2 7EG Company number: 05903364

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- SC11 Transfer of and Discharge from Care; Communication with GPs
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Definitions and Interpretation

CONTRACT

Contract title: 2021-26 New Victoria Hospital

Contract ref: 2021-2026 AX0 New Victoria

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

1. these **Particulars**;
2. the **Service Conditions (Full Length)**;
3. the **General Conditions (Full Length)**,

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

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

SIGNED by

.....
Signature

**Mark Turner
For and on behalf of
NHS England London Region**

**Director of Commissioning,
NHSE London Region**

21/12/2021

.....
Date

SIGNED by

.....
Signature

**Richard Jeffery
For and on behalf of
NHS England London Region**

**Director of Commissioning Finance,
NHSE London Region**

20/12/2021

.....
Date

SIGNED by

.....
Signature

**██████████ for
and on behalf of
New Victoria Hospital**

Chief Executive Officer

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 December 2021
Expected Service Commencement Date	1 December 2021
Longstop Date	NOT APPLICABLE
Service Commencement Date	1 December 2021
Contract Term	5 years commencing on the Effective Date
Option to extend Contract Term	YES
Commissioner Notice Period (for termination under GC17.2)	6 months
Commissioner Earliest Termination Date	6 months after the Service Commencement Date
Provider Notice Period (for termination under GC17.3)	6 months
Provider Earliest Termination Date	6 months

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	Not applicable
Acute Services (A)	YES
Ambulance Services (AM)	Not applicable
Cancer Services (CR)	Not applicable
Continuing Healthcare Services (including continuing care for children) (CHC)	Not applicable
Community Services (CS)	Not applicable
Diagnostic, Screening and/or Pathology Services (D)	Not applicable
End of Life Care Services (ELC)	Not applicable
Mental Health and Learning Disability Services (MH)	Not applicable
Mental Health and Learning Disability Secure Services (MHSS)	Not applicable
NHS 111 Services (111)	Not applicable
Patient Transport Services (PT)	Not applicable
Radiotherapy Services (R)	Not applicable
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	Not applicable
Services commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	YES
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	NO
Primary and Community Mental Health Services	NO
Service Requirements	
Indicative Activity Plan	YES
Activity Planning Assumptions	YES
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	YES
Prior Approval Response Time Standard	Not applicable
Is the Provider acting as a Data Processor on behalf of one or more	NO

Commissioners for the purposes of this Contract?	
Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?	NO
PAYMENT	
Expected Annual Contract Value Agreed	YES
Must data be submitted to SUS for any of the Services?	YES
Under the Aligned Payment and Incentive Rules in the National Tariff, does CQUIN apply to payments made by any of the Commissioners under this Contract?	NO
QUALITY	
Provider type	Independent
GOVERNANCE AND REGULATORY	
S Nominated Mediation Body (where required – see GC14.4)	Arbitration Panel
Provider's Nominated Individual	[REDACTED]
Provider's Information Governance Lead	[REDACTED]
Provider's Data Protection Officer (if required by Data Protection Legislation)	[REDACTED]
Provider's Caldicott Guardian	[REDACTED]
Provider's Senior Information Risk Owner	[REDACTED]
Provider's Accountable Emergency Officer	[REDACTED]
Provider's Safeguarding Lead (children) / named professional for safeguarding children	[REDACTED]
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[REDACTED]
Provider's Child Sexual Abuse and Exploitation Lead	[REDACTED]
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[REDACTED]
Provider's Prevent Lead	[REDACTED]

	[REDACTED]
Provider's Freedom To Speak Up Guardian(s)	[REDACTED]
Provider's UEC DoS Contact	Not Applicable
Commissioners' UEC DoS Leads	Not Applicable
Provider's Infection Prevention Lead	[REDACTED]
Provider's Health Inequalities Lead	[REDACTED]
Provider's Net Zero Lead	[REDACTED]
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Commissioner: NHS England</p> <p>Mark Turner Regional Director of Commissioning London Wellington House, 133-155 Waterloo Rd, London SE1 8UG</p> <p>[REDACTED]</p> <p>Provider:</p> <p>[REDACTED]</p> <p>New Victoria Hospital, 184 Coombe Lane West, Kingston Upon Thames, KT2 7EG.</p> <p>[REDACTED]</p>
Frequency of Review Meetings	Monthly
Commissioner Representative(s)	<p>[REDACTED]</p> <p>NHS England</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Wellington House, 133-155 Waterloo Rd, London SE1 8UG</p> <p>[REDACTED]</p>
Provider Representative	<p>[REDACTED]</p> <p>New Victoria Hospital, 184 Coombe Lane West,</p>

	Kingston Upon Thames, KT2 7EG. [REDACTED]
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SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

- | |
|--|
| <ol style="list-style-type: none">1. Evidence of appropriate Indemnity Arrangements [see schedule 5A]2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required) [see schedule 5A] |
|--|

The Provider must complete the following actions:

Not applicable

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
September 2018	The Manual for Prescribed Specialised Services 18/19	See S1B1 Appendix prescribed specialised services manual https://www.england.nhs.uk/publication/manual-for-prescribed-specialised-services/
October 2018	HCTED Programme	S1B2 Appendix HCTED Programme
March 2020	Next Steps Response to COVID_19 Letter 170320	S1B3 Appendix Next Steps Response to COVID_19 Letter 170320
March 2021	21/22 Priorities and Operational Guidance	S1B4 21/22 priorities and operational planning guidance
April 2021	Integrated Care Systems: Next steps	S1B5 Integrated Care Systems next steps
September 2021	GD Surgery procurement outcome	S1B6 GD Surgery Outcome Letter New Victoria
September 2021	2021/22 priorities and operational planning guidance: October 2021 to March 2022	S1B7 2021/22 priorities and operational planning guidance
September 2021	Guidance on Finance and contracting arrangements for H2 2021/22	S1B8_C1406-guidance-on-finance-and-contracting-arrangements-h2-21-22
October 2021	NHS England Drugs List	https://www.england.nhs.uk/publication/nhs-england-drugs-list/

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

Gender Surgical Service

1. As advertised to all prospective providers before the award of this Contract, the Commissioners may opt to extend the Contract Term by up to 2 years.
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 6 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

National Service Specifications the Service Specifications published by NHS England for prescribed Specialised Services, available via:

<https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/>

Specialised Services		
Service Specification Code	Service Specification Name	Enhanced Surveillance a) Provider Action b) Commissioner Action
1780	Gender Identity Services for Adults (Surgical Interventions)	Not Applicable

Amendment to Service Specification

2.15 Patient dissatisfaction with technical outcome of surgery (all procedures)

Referrals for readmissions for treatment of clinical complications for poor outcomes will be referred to and considered by the Gender Dysphoria National Referral Management Service (GDNRSS) to identify whether the referral should proceed in a specialised surgical service.

All cases submitted for unscheduled aftercare for assessment and treatment of clinical complications would be considered under the following clinical circumstances:

The initial surgical episode does not have to have been undertaken by a commissioned surgical provider or on the commissioned surgical pathway. However, for a service user to be considered for funding by the Commissioner on the Gender Dysphoria Unscheduled Aftercare Pathway (UAC), the following criteria must be met:

- The initial surgery must have been undertaken following a clinical diagnosis of gender dysphoria and the service user has been discharged from the initial provider / is no longer able to access treatment with the initial provider
- AND
- The service user must be experiencing clinical complications following the initial surgical episode, i.e. pain or functional issues e.g. inability to dilate; spraying when urinating; incontinence etc
- AND
- The surgical review / surgical intervention requires specialist surgical review and cannot be managed in local urological or gynaecological services.

A patient is not required to use the surgeon who performed the initial surgery and can be referred to any NHS England-commissioned, surgical unit for their assessment and subsequent investigations and surgery. The choice of surgeon who will provide any further treatment or revision procedure must be discussed and agreed with the patient.

Dissatisfaction with cosmetic appearance following a surgical intervention should be addressed by the initial surgical provider in the 12-month post-surgical review period prior to discharge.

Applications for funding of cosmetic revision of initial surgery on the gender dysphoria pathway will not be considered on the UAC.

Referring clinicians must utilise the UAC Pathway, including the funding application process facilitated by GDNRSS to access funding for out-patient appointments; investigative admissions and revision or repair surgery.

NHS England does not commission the reversal of previous surgical interventions for the treatment of gender dysphoria that are requested by the individual due to regret or other change of mind.

UAC Funding arrangements:

The Commissioner shall pay the Provider in accordance with the terms of the Contract for any changes to unscheduled aftercare activity provided by the Provider within twelve (12) months of the date of surgery including;

- I. any emergency complications/revisions, which the Provider shall be permitted to undertake and retrospectively apply for funding through the UAC process (such funding not to be unreasonably withheld or delayed); and
- II. any non-emergency complications/revisions, which the Provider shall be required to obtain approval for funding through the UAC prior to undertaking the procedure, including relating to those HRG codes set out in schedule 3A.

UAC cases will be funded on a cost per case basis, with all cost estimates submitted after the initial patient consultation to the Gender Dysphoria National Referral Support Service (NRSS).

Once NRSS approval has been received gender centres will be able to charge the Commissioner for the associated costs.

Complications arising within twelve (12) months of the date of surgery, which can be safely completed as part of the next stage of surgery. Such procedures shall not be subject to the UAC pathway and the Commissioner undertakes to develop sub-HRG codes to accommodate the relevant charges at the rate agreed from time to time between the Parties.

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Primary and Community Mental Health Services

Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Specialised Acute

Contract type: Cost and Volume

Genital Surgery (Trans Masculine)

Inpatient genital surgery as set out in the service specification will be reimbursed at locally agreed currencies and prices. The local currencies (HRGs) and maximum prices, excluding MFF, are set out in the Local Prices (Schedule 3A).

Total year 1 of prosthetic cost of [REDACTED] is included within contract value outlined in the table below

Year 1 - 1 Dec 21 - 31 Mar 22

Description	Activity (PYE) - No. of Procedures	Cost (Price x Activity)
Metoidoplasty Pathways	30	[REDACTED]
Pubic Phalloplasty Pathways	4	[REDACTED]
Pubic with Radial Artery Urethroplasty Pathways (RAU)	22	[REDACTED]
Radial Artery Phalloplasty (RAP)	117	[REDACTED]
Anterolateral Thigh Flap Phalloplasty (ALT)	27	[REDACTED]
ALT with RAU	11	[REDACTED]
Total surgical activity:	210	[REDACTED]

Outpatient Activity

TFC	HRG	Description	Activity (PYE)	Unit Price	Cost (Price x Activity)
101	WF02B	1 st appointment	210	[REDACTED]	[REDACTED]
	WF01Z	Pre op OPA	210	[REDACTED]	[REDACTED]
	WF01A	Follow up OPA	420	[REDACTED]	[REDACTED]
		Total outpatient activity:			[REDACTED]

All follow ups an pre-op assessments will apply to each stage of the patients multistage surgery

Patients seeing a consultant as a first outpatient may be referred to another consultant if clinically appropriate and will be charged as a follow up. This will be kept under review to ensure this practice is kept to a minimum.

Diagnostic Activity

Diagnostic activity plan is based on assumption, that 15% of patients will require diagnostic test prior surgery

HRG	Diagnostics	Activity	Price	Cost (Price x Activity)
RD40Z	Ultrasound Scan with duration of less than 20 minutes, without Contrast	8	[REDACTED]	[REDACTED]
RD41Z	Ultrasound Scan with duration of less than 20 minutes, with Contrast	8	[REDACTED]	[REDACTED]
RD42Z	Ultrasound Scan with duration of 20 minutes and over, without Contrast	8	[REDACTED]	[REDACTED]
RD43Z	Ultrasound Scan with duration of 20 minutes and over, with Contrast	8	[REDACTED]	[REDACTED]
	Total diagnostic activity	32		[REDACTED]
	Grand Total:			[REDACTED]

All activity is to be reported using the national specialised service code: NCBPS22Z - Gender dysphoria (adult)

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

This schedule summarises the planning assumptions which have been incorporated into the agreed indicative activity plan (see Schedule 2B).

Activity levels are set out in schedule 2B and for the planning purposes assumption is made that activity levels will remain stable (no growth applied) over the next few years.

Provider will be reimbursed for the actual activity delivered; It should be noted that activity volumes will not be guaranteed.

Indicative contract values will be set using indicative activity volumes multiplied by price for each type of activity (e.g. inpatient spell or outpatient attendance), with no guaranteed income floors. There will be no marginal rates included in contracts. Prices will be adjusted each year in line with the National Tariff Payment systems guidance.

As with all prescribed specialised services NHS England reserves the right to review clinical commissioning policies that may impact on the future scope of Services that are delivered under the Contract, making changes in accordance with its published processes. For more information about how NHS England makes decisions affecting services in Specialised Commissioning, please visit:

<https://www.england.nhs.uk/commissioning/spec-services/key-docs/>

Activity will be counted in accordance with the NHS Data Dictionary. In-patient activity meeting the criteria set out in the service specification will be reimbursed per spell and outpatients per attendance. In line with standard processes, DNA (Did Not Attend) activity is not reimbursed.

Indicative contract volumes (as stated in Schedule 2C) for outpatient attendances are based on standardised ratios for first appointments, pre-operative appointments and follow up appointments as per Table below but noting that there will be no guaranteed income or activity floors.

Description	NFU Ratio	Pre-Op Appts	Follow Up Appts
Genital Surgery (trans masculine)	1:2	1	2

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Used

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

1. All Providers will be required to demonstrate participation in the current schemes where a co-ordinated, combined whole system approach is needed to deliver improvements in the patient pathways (where applicable), and any future schemes.
1. All Providers are required to actively participate in, and contribute to, all relevant Networks and to adhere to agreed network guidelines, policies and protocols.
2. The following ODNs are commissioned nationally to improve outcomes through strong clinical relationships across a system, co-ordinating patient pathways between providers over a wide area to ensure access to specialist resources and expertise:
 - Major Trauma
 - Adult Critical Care
 - Burns
 - Neonatal Critical Care
 - Paediatric Critical Care and Paediatric Surgery
 - Congenital Heart Disease
 - Radiotherapy
 - Children’s and Young People’s Cancer
 - Spinal Cord Injury
 - Hepatitis C
3. During 2020/21, a number of new nationally agreed ODNs have been in development (including renal, cardiac, neurosurgery, spinal surgery) and this is expected to continue in 2021/22. The provisions of this schedule will apply as these new networks are commissioned.
4. A number of other networks have been subject to local development to support this model of service delivery. The provisions of this schedule will apply to these networks by agreement with commissioners.
5. Specialised commissioning has invested significant funding in provider hosted Operational Delivery Networks. The baseline values of investment for this provider for each of the hosted networks is set out in the table below. The baseline relates to 2019/20 with the indicative value included in provider blocks for 2020/21 and 2021/22. For some networks, the commissioner is providing support other than funding for example providing network managers to support network deliverables. Where this is the case, this is also captured in the table below in terms of the type, scope, timing and scale of the support:
6. A number of national databases provide useful quality assurance and benchmarking information on the effectiveness of ODNs including, but not limited to:
 - Major trauma: <https://www.tarn.ac.uk/Content.aspx?ca=15>
 - Adult Critical Care: <https://www.icnarc.org>
 - Burns Services: <http://ibidb.org/nbid>
 - Neonatal Services: <http://www.neonatal.org.uk/send> (Badgernet)
 - Paediatric Critical Care and Paediatric Surgery: <https://www.picanet.org.uk/>
 - Congenital Heart Disease: <https://www.nicor.org.uk/national-cardiac-audit-programme/congenital-heart-disease-in-children-and-adults-congenital-audit/>

- Radiotherapy: <https://www.england.nhs.uk/wp-content/uploads/2019/01/Operational-Delivery-Networks-for-External-Beam-Radiotherapy-Services-adults.pdf>
- Children’s and Young People’s Cancer: <https://www.ncepod.org.uk/2018cictya.html>
- Spinal Cord Injury: <https://www.britishspineregistry.com/>
- Hepatitis C: A data base is being established to collect Hep C outcome data and ODN members will be expected to input into it. Hepatitis C activity is tracked through a combination of Blueteq for prescribing / treatment starts and two Clinical Registries which include a treatment outcomes system (managed by Arden GEM Commissioning Support Unit) – a Testing Registry and a Treatment Registry. Hep C ODNs will be expected to input into these. <https://www.ardengemcsu.nhs.uk/services/business-intelligence/clinical-registries/>

7. Continued funding for ODNs will be dependent upon the ODN ensuring that:
- Robust governance systems are in place;
 - An annual workplan is agreed within the network and with commissioners. This will normally include both nationally and locally agreed objectives and deliverables;
 - Data to track progress is routinely collected; and
 - Progress reports (against the annual workplan) is provided to the ODN Board and the relevant Specialist Commissioning leads at regular agreed intervals. Where necessary these reports will also include agreed remedial actions to ensure continuing progress towards delivery of the annual improvement plans.

8. Further details Operational Delivery Networks (ODNs) can be found at <http://www.england.nhs.uk/2012/12/21/odn/>

Additional useful supporting information is also available at:
<https://www.networks.nhs.uk/>
<https://www.source4networks.org.uk/>

Sub-Regional Immunoglobulin Assessment Panels

9. Sub-Regional Immunoglobulin Assessment Panels (SRIAPs) have been implemented at a sub-regional level to more effectively optimise the use of Immunoglobulin. SRIAPs are based on a hub and spoke model where one trust, the “hub”, manages the over-arching panel and considers use of immunoglobulin in those trusts within the agreed geography, i.e. “spoke” trusts.
10. SPIAPs are expected to review the use of immunoglobulin in existing patients, consider/approve use in new patients and improve the stewardship of immunoglobulin. By establishing these panels at a sub- regional level, it is expected that panels will have a more consistent structure, role and functions. This supports robust decision-making on the use of immunoglobulin, enhanced management of available immunoglobulin, improved recording of use, including outcomes, and communication between key stakeholders, including NHS England, the Commercial Medicines Unit and provider trusts.
11. Annual nationally agreed KPIs focusing on operational priority areas will be Criteria produced to demonstrating demonstrate effectiveness of an SRIAP focusing on:
- Management of immunoglobulin within allocated volumes
 - Supporting implementation of new Ig Framework
 - Audit of high use specialities/indications to ensure compliance to NHSE guidelines
 - Review of long-term use to ensure current treatment is still appropriate to patient condition

- a. The Operational Delivery Networks (ODN) include:
- Critical Care ODN
 - Neonatal ODN
 - Paediatric Critical Care ODN
 - Trauma Network
 - Radiotherapy ODN
 - Spinal Surgery ODN
 - Renal Services ODN
- b. Other networks (national & regional) and strategic groups include:
- Cancer Alliances (Region)
 - (Region) Cardiac Network
 - Regional Hepatitis C Virus (HCV)
 - Burn Network
 - Severe Asthma Network
 - Complex Rehabilitation
 - Liver Network
 - Haemoglobinopathies
 - HIV Network
 - Paediatric Rheumatology Network
 - Paediatric Gastroenterology Network
 - Network for Rare Autoimmune Disease
 - Local Vascular Network
 - Sub Regional Immunoglobulin Assessment Panels (SRIAP)

All Specialised Services will be expected to join any newly developed Networks where they either provide the Service or link into it, e.g. refer patients to a Specialised Centre.

Providers should play an active role in an Academic Health Science Network.

Academic Health Science Networks: <http://www.england.nhs.uk/ourwork/part-rel/ahsn/>

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Specialised Commissioning

National Referral Support Service (NRSS)

A National Referral Support Service (separately procured and jointly commissioned with NHS Scotland and NHS Wales) is comprised of a team of professionals with the necessary competence and skills to provide support and advice to individuals who have been referred by a Gender Dysphoria Clinic (or other such service designated by the Commissioner) for specialised surgical interventions. Referrals for surgery will be made by a Gender Dysphoria Clinic to the National Referral Support Service (and not to surgical units directly) and individuals will be assisted in making an informed choice about which surgical provider is best for them, balancing considerations of geographical convenience, waiting times and information on surgical outcomes and other quality issues. The National Referral Support Service will be independent of any surgical provider or Gender Dysphoria Clinic.

The provider is required to provide the National Referral Support Service with certain key information on their service and to keep that information updated; to provide basic patient related data to the National Referral Support Service (e.g.: date of first outpatient assessment, planned date for surgery, completion of surgery) and to otherwise reasonably support the Commissioner and the provider of the National Referral Support Service in ensuring that the National Referral Support Service delivers a timely and effective service to patients.

All providers of Gender Surgery will support the use of NRSS platform. This will include:

1. Accepting referrals from NRSS for patients opting to have surgery as part of their gender affirmation.
2. Rejecting direct referrals from GIC/ GDC as they should all come via NRSS. If sent referrals directly the GDC/ GIC should be advised to send referral via NRSS
3. Keeping NRSS updated with contact details for the provider team including secure email address @nhs.net for surgical referrals to be sent to.
4. Keeping NRSS updated with details of the surgeons working at the provider and the surgery which each surgeon undertakes
5. Keeping NRSS updated with the number of surgical episodes being undertaken monthly
6. Keeping NRSS updated with regard to the status of the referral list, i.e. open to accepting referrals / open to accepting refresh referrals only / closed not accepting referrals
7. Providing out-patient appointment and surgical procedure waiting list information to NRSS on a monthly basis in the requested format [**see appendix 2G2**]
8. Providing NRSS to be informed of service users who have been discharged from the provider either pre- or post-surgery.
9. Engaging with NRSS to facilitate to unscheduled aftercare pathway for patients who have clinical complications following initial surgery and are no longer on the initial surgical pathway.

*** i.e. details of and/or web links to local agreement, policy or procedure as at date of Contract. Subsequent changes to those agreements, policies or procedures, or the incorporation of new ones, must be agreed between the Parties.**

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

For rehabilitation, and long-stay patients, the patients discharge planning should begin as early in their treatment as possible, so that they can be discharged as soon as they are fit to move on to their next facility.

1. The Provider must provide the Services in accordance with the Fundamental Standards of Care and the Service Specifications and comply with the Law and the NHS Constitution
2. NHS England request that all Providers, through their local agreed Transfer of Care and Access policies, ensure the following applies for all patients.
 - 2.1 As an example, this would be key for patients who are in the Armed Forces and registered with a Defense Medical Service (DMS) practice.
 - 2.1.1 This approach supports The Armed Forces Covenant (section C, part 2 – Healthcare)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/49469/the_armed_forces_covenant.pdf
3. The Provider shall avoid discharges of patients which would not be in accordance with Good Clinical and Good Health Care Practice or which may put patients' health at risk and will use all reasonable endeavors to avoid circumstances and discharges likely to or leading to emergency re-admissions.
4. **Inpatients**
 - 4.1 Prior to discharge, each patient shall be assessed by an appropriately qualified member of clinical staff to ensure the patient is fit for discharge. The results of such an assessment shall be documented and, if considered fit to be discharged, the patient and GP shall be provided with a signed discharge letter/summary and To Take Out (TTO) and the patient shall be discharged. All patients should be discharged in accordance with local CCG Discharge Policy.
 - 4.2 On inpatient discharge, as an example the local discharge policy will include that the Provider shall:
 - 4.2.1 Provide a typed/legible copy of the patient discharge letter/summary to the referring clinician and the patients GP as required by Service Condition 11
 - 4.2.2 Provide the same information to the referring hospital consultant (if any) who treat the patient
 - 4.2.3 Provide a copy of the patient discharge letter, including care plan to all patients, together with any appropriate information sheets on post-operative care.
 - 4.2.4 Ensure patients are advised of the onward referrals/further treatment/follow up and how they should respond to any concerns they may have once they have been discharged.
 - 4.2.5 Ensure all patients (other than those who have been admitted for less than 24 hours and for whom there has been no change in their medication) should have a minimum of 7 days' supply of any previous medicine and a minimum of 7 days' supply of newly initiated prescriptions on discharge unless this is clinically not appropriate. This includes, where appropriate, supplies of dressings, nutritional supplements and appliances.

4.2.6. Wording in the above point 4.2.5 is superseded with point 4.2.6 as follows:

for all patients (other than those who have been admitted for less than 24 hours and for whom there has been no change in their medication) who have been admitted and failed to bring with them a sufficient supply of any previous medication, the Provider will ensure that they receive this medication for the duration of their admission stay, and on discharge will only supply a minimum 7 days of newly initiated prescriptions unless this is clinically not appropriate. This includes, where appropriate, supplies of dressings, nutritional supplements and appliances.

4.2.7 Monitored Dosage systems must be supplied for a minimum of 7 days on discharge (unless clinically not appropriate and explicitly agreed in advance with the relevant GP and community pharmacy) and provision should be made to ensure continued supplies are available through a community pharmacy.

4.3 The GP shall be informed immediately if:

- The patient dies
- The death is referred to the Coroner

3.4 Prescribing

All prescribing should be in line with decisions made at Local Area Prescribing committee (LPCO) and any local Prescribing traffic light system.

4.5 Prescriptions

The Provider will supply a minimum of 7 days medication for any medicines required to start urgently (defined as within the next 7 days) as a result of an Outpatient appointment as nationally mandated. Standard repeat medication and those where there can be a delayed start (i.e. greater than 7 days) can be referred to the GP for prescribing.

5. Outpatients

For all Outpatients

- 5.1 Outpatient letters will be sent electronically, detailing any change in patient management within 10 working days of the appointment, unless clinically indicating more urgent action.
- 5.2 Follow up appointments shall only be offered if clinically indicated.
- 5.3 The rationale for the follow up must be explained in the letter.
- 5.4 If a patient requires a follow up appointment the clinician must ensure that the letter is sent to the patient within 2 weeks.
- 5.5 Where appropriate the provider must issue a Med 4 form (sick note) for the full length of time required as estimated by the clinician.

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

1. NHS England Safeguarding Policies

1.1 In addition to complying with local Safeguarding Policies, providers' 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 relevant documents can be found on the NHS England website via the following link:
<https://www.england.nhs.uk/ourwork/safeguarding/policies/>

It is NHS England's intention to align its safeguarding reporting with CCGs. We will not require any additional information above what you have agreed with your CCGs. Trust will be required to forward a copy of Safeguarding audits/reports to England.londongender@nhs.net.

2 Provider Safeguarding Policies:

Adult Safeguarding Policy and Procedures:	<i>S5A4 Appendix Safeguarding adults at Risk</i>
Children Safeguarding Policy and Procedures:	<i>S5A5 Appendix Safeguarding Children policy</i>
Prevent Policy	<i>S5A4 Appendix Safeguarding adults at Risk</i>

3 Mental Capacity Act

Further detail can be found via the following link:

<https://www.gov.uk/government/publications/mental-capacity-act-code-of-practice>

Detention under the Mental Health Act or Deprivation of Liberty under a Deprivation of Liberty Safeguards Authorisation (DOLs) (v1)	<i>S5A4 Appendix Safeguarding adults at Risk</i>
Policy - HCS 765 Mental Capacity	<i>S5A4 Appendix Safeguarding adults at Risk</i>

4 Counter- Terrorism and Security Act 2015

The [Counter-Terrorism and Security Act 2015](#) contains a duty on specified authorities to have due regard to the need to prevent people from being drawn into terrorism. This is also known as the Prevent duty. Further detail can be found via the following link:

<https://www.gov.uk/government/publications/prevent-duty-guidance>

Major Incident & Emergency Response	<i>S5A6 Business Continuity Policy</i>
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5 Multi-Agency Public Protection Arrangements (MAPPA) MoJ 2012

An arrangement for the responsible authorities tasked with the management of sex offenders, violent offenders and those who pose a serious risk of harm to the public, it is the process through which various agencies work together to protect the public by managing the risks posed.

<https://www.justice.gov.uk/downloads/offenders/mappa/mappa-guidance-2012-part1.pdf>

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

<p>Not Applicable</p>

SCHEDULE 2 – THE SERVICES

N. Health Inequalities Action Plan

The indicators below reflect the recognised National Framework and associated programmes set up to reduce Health Inequalities (see references)

This 2021/22 contract acknowledges that this schedule is new to NHS Independent Sector Providers and appreciates the potential scope of the undertaking of these action plans for our ISPs. All parties to this agreement must understand that this schedule will grow in compulsion and significance. Therefore, it is expected that the Provider makes it their ambition internally to record and collate information aligned to the principles outlined in the indicators.

It is also the Commissioner's assumption that Providers will have already established access and record keeping of such data on protected characteristics as part of their internal policies and endeavours to reduce health inequalities for both patients and workforce.

Please refer to these References for additional guidance:

- [A Framework for Healthcare Providers \(nhsproviders.org\)](https://www.nhsproviders.org)
- Technical Guidance for the NHS Workforce Race Equality Standard (WRES) May 2019 [WRES \(england.nhs.uk\)](https://www.england.nhs.uk)
- [Report template - NHSI website \(england.nhs.uk\)](https://www.england.nhs.uk)
- [NHS England » 2021/22 priorities and operational planning guidance](https://www.england.nhs.uk)
- [Cultural Competence - e-Learning for Healthcare \(e-lfh.org.uk\)](https://www.e-lfh.org.uk)

Item	Indicators	Status	Actions & Comments
	[Assumption that age and sex data is routinely collected; ideally analyses should be done by all protected characteristics but from a pragmatic perspective age, sex, ethnicity and IMD decile at a minimum. Depending on client/patient group: analysis by learning disability]		[Frequency depends on size of service and resources to monitor so needs to be proportionate]
1	Access: referral rates and consultation (or admission) rates by age, sex, ethnicity and IMD decile E.g., does conversion rate from a referral to a consultation vary by ethnicity and IMD?	Applicable	Mitigation-action plan to address unwarranted variation by age, sex, ethnicity and IMD decile Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
2	Access: waiting lists by age, sex, ethnicity and IMD decile	Applicable	Mitigation-action plan to address unwarranted variation by age, sex, ethnicity and IMD decile Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
3	Access- remote consultations– if intend to deliver more virtual services Remote consultation rates by age, sex, ethnicity and IMD decile	Applicable	Mitigation- action plan to reduce digital exclusion; quarterly analysis by age, sex, ethnicity and IMD decile Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.

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Item	Indicators	Status	Actions and Comments
4	Access- DNAs by ethnicity and IMD decile (for outpatient services)	Applicable	Mitigation-action plan to address unwarranted variation by ethnicity and IMD decile Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
5	Experience: patient survey on experience within the service by age, sex, ethnicity and IMD decile; learning disability	Applicable	Mitigation- action plan to address unwarranted variation by ethnicity and IMD decile 6 monthly or annual depending on volume of patients. The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
6	Experience: complaints by ethnicity	Applicable	No. of complaints by ethnicity, IMD decile Mitigation- action plan Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
7	Outcomes- 28-day readmissions by ethnicity and IMD decile [Success criteria by ethnicity and IMD decile]	Not applicable	Readmissions by ethnicity and IMD decile Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
8	Workforce WRES indicator 8 In the last 12 months have you personally experienced discrimination at work from a manager, team leader or other colleagues?	Applicable	Mitigation-action plan See Technical Guidance for the NHS Workforce Race Equality Standard (WRES) May 2019 WRES (england.nhs.uk) The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
9	Workforce Workforce risk assessment (COVID-19) by demographic characteristics and staff groupings	Applicable	Action plan to address any gaps/unwarranted variation Quarterly The Commissioner reserves the right to request this dataset from the Provider at any time, if reasonable notice is given. Both parties will work together to address any issues arising from the request.
10	Leadership: executive lead for health inequalities	Applicable	There is an appointed lead at Board level; included in JD and objectives Annually reviewed

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

- identifies the Service
- describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>) should be copied or attached)
- describes any currencies (including national currencies) to be used to measure activity
- describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)
- sets out prices for the first Contract Year
- sets out prices and/or any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).

Include also, where applicable, agreed blended payment arrangements for outpatient care (in accordance with SC36.22) and maternity services.

All gender surgical activity

Inpatient genital surgery as set out in the service specification will be reimbursed at a fixed local price as listed in the document below + market forces factor (MFF).

The MFF % applied will be as set out in Annex A of the 2019/20 National Tariff Workbook. If a Bidder is not listed in the Annex, the MFF of the closest acute provider will be applicable.

For the New Victoria Hospital contract the MFF of Kingston Hospital has been applied.

Outpatient attendances and outpatient procedures will be reimbursed at National Tariffs + MFF as set out in Annex A National Tariff Workbook.

Pathway	HRG	Procedure Description	Tariff
Metoidoplasty Pathways	GI01	Preparation for metoidoplasty	██████
	GI05	Metoidoplasty	██████
	GI05 + GI11	Metoidoplasty + LapHyst + Vaginectomy	██████
	GI05 + GI11	Metoidoplasty + Lap Hyst	██████
	GI05	Metoidoplasty + Vaginectomy	██████
		Implantation or revision of testicular prosthesis	██████
	GI17		██████
Pubic Phalloplasty Pathways	GI02	Preparation for phalloplasty	██████
	GI06	Pubic Phalloplasty	██████
	GI14	Glans Sculpting	██████
	GI18 + GI11	Glans + Lap Hyst + Vaginectomy	██████
	GI14 + GI11	Glans + Lap Hyst	██████
	GI18	Glans + Vaginectomy	██████
		Implantation of penile prosthesis	██████
	GI12		██████

Pathway	HRG	Procedure Description	Tariff
Pubic with Radial Artery Urethroplasty Pathways (RAU)	GI02	Preparation for phalloplasty	██████
	GI06	Pubic Phalloplasty	██████
	GI10	RAU	██████
	GI18	Join-up + Glans	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst	██████
	GI18	Join-up + Glans + Vaginectomy	██████
	GI12	Implantation of penile prosthesis	██████
Radial Artery Phalloplasty (RAP)	GI02	Preparation for phalloplasty	██████
	GI07	Radial Artery Phalloplasty	██████
	GI18	Join-up + Glans	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst	██████
	GI18	Join-up + Glans + Vaginectomy	██████
	GI12	Implantation of penile prosthesis	██████
Anterolateral Thigh Flap Phalloplasty (ALT)	GI02	Preparation for phalloplasty	██████
	GI08	Anterolateral Thigh Flap Phalloplasty	██████
	GI18	Join-up + Glans	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst	██████
	GI18	Join-up + Glans + Vaginectomy	██████
	GI12	Implantation of penile prosthesis	██████
ALT with RAU	GI02	Preparation for phalloplasty	██████
	GI08	Anterolateral Thigh Flap Phalloplasty	██████
	GI10	RAU	██████
	GI18	Join-up + Glans	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	██████
	GI18 + GI11	Join-up + Glans + Lap Hyst	██████
	GI18	Join-up + Glans + Vaginectomy	██████
	GI12	Implantation of penile prosthesis	██████

Annual Inflation and Efficiency Factor

The local price set out above are stated at 2021/22 price bases and will be adjusted each contracting period in line with the National Tariff Payment System guidance for Acute services.

Other than MFF and the annual inflation and efficiency factor, the local prices will only be amended by mutual agreement between the Commissioner and provider in line with the principles set out in the Locally Determined Prices section of the National Tariff Payment Guidance

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not applicable

SCHEDULE 3 – PAYMENT

D. Aligned Payment and Incentive Rules

Not applicable

SCHEDULE 3 – PAYMENT

E. CQUIN

Not applicable

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Commissioner: NHS England	Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required)
1 Dec 2021 - 31 Mar 2022 (4 months)	██████████
1 Apr 2022 - 31 Mar 2023	██████████
1 Apr 2023 - 31 Mar 2024	██████████
1 Apr 2024 - 31 Mar 2025	██████████
1 Apr 2025 - 31 Mar 2026	██████████
1 Apr 2026 - 30 Nov 2026 (8 months)	██████████
Total (Period from December 2021 to November 2026 inclusive)	██████████

Additional payments - Mobilisation costs

- Stage 1 mobilisation costs of ██████████ will be paid in a single lump sum upon contract signature
- Additional mobilisation costs of ██████████ payable in a single lump sum on activity commencement (scheduled for 1st December)

Please refer to schedule 3G for billing details

SCHEDULE 3 – PAYMENT

G. Timing and Amounts of Payments in First Contract Year

Payments for any services provided are to be made directly to the Provider by the Commissioner receiving services. Any change to this arrangement in line with SC – Payment Terms 36.3 will be notified to the Provider.

All payment amounts will be subject to invoice validation processes. The invoice validation process will involve the Commissioner receiving appropriate data from the Provider.

Payment of invoices will be based on actual activity reported in the Provider's data. Additional invoices / credit notes will be issued at the appropriate reconciliation points throughout the year. The reconciliation between the expected monthly payments and the Provider's data will take place monthly.

Expected monthly payments of the Annual Contract Value is as per the schedule below:

Provider: **New Victoria Hospital**

21.22 Total Contract Value:

██████████

Monthly SLA Invoice (Profile: monthly)	£
Dec-21	██████████
Jan-22	██████████
Feb-22	██████████
Mar-22	██████████
Total 2021/22	██████████

The expected monthly payments will be updated in each new financial year as per national planning guidance.

Invoicing arrangements:
Provider will submit separate monthly invoices to:

NHS England
13R London Specialised Commissioning
X24 Payables K005
Phoenix House
Top Cliffe Lane
Wakefield
West Yorkshire
WF3 1WE

Please issue invoices for the mobilisation costs using the details above.

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS Digital)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold	Monthly	Services to which 18 Weeks applies
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Monthly	A CS CR D

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	A+E waits					
E.B.5	Percentage of A+E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A+E department	Operating standard of 95%	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A+E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U
	Cancer waits - 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 28 / 31 days					
E.B.27	Percentage of Service Users waiting no more than 28 days from urgent referral to receiving a communication of diagnosis for cancer or a ruling out of cancer	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Issue of a Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A CR R
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
			contracting-guidance-2020-21-annex-f-activity-and-performance/	<i>respect of each such Service User above that threshold</i>		
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery	Operating standard of 94%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
			contracting-guidance-2020-21-annex-f-activity-and-performance/	<i>respect of each such Service User above that threshold</i>		
	Cancer waits – 62 days					
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	<i>Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	<i>Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
	Ambulance Service Response Times					
	Category 1 (life-threatening) incidents –	Operating standard that	See AQI System Indicator Specification at:	For each second by which the Provider's actual 90th	Quarterly	AM

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>proportion of incidents resulting in a response arriving within 15 minutes</i>	<i>90th centile is no greater than 15 minutes</i>	https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>centile performance exceeds 15 minutes, £5 per 1,000 Category 1 incidents received in the Quarter</i>		
	<i>Category 1 (life-threatening) incidents – mean time taken for a response to arrive</i>	<i>Mean is no greater than 7 minutes</i>	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes</i>	<i>Operating standard that 90th centile is no greater than 40 minutes</i>	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>For each second by which the Provider’s actual 90th centile performance exceeds 40 minutes, £3.50 per 1,000 Category 2 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive</i>	<i>Mean is no greater than 18 minutes</i>	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response arriving within 120 minutes</i>	<i>Operating standard that 90th centile is no greater than 120 minutes</i>	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>For each second by which the Provider’s actual 90th centile performance exceeds 120 minutes, £2 per 1,000 Category 3 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 4 (less urgent) “assess, treat,</i>	<i>Operating standard that</i>	See AQI System Indicator Specification at:	<i>For each second by which the Provider’s actual 90th</i>	<i>Quarterly</i>	<i>AM</i>

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>transport” incidents only) – proportion of incidents resulting in an appropriate response arriving within 180 minutes</i>	<i>90th centile is no greater than 180 minutes</i>	https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>centile performance exceeds 180 minutes, £1 per 1,000 Category 4 incidents received in the Quarter</i>		
	Mixed-sex accommodation breaches					
E.B.S.1	Mixed-sex accommodation breach	>0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User’s treatment	Number of Service Users who are not offered another binding date within 28 days >0	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-operations/	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	to be funded at the time and hospital of the Service User's choice					
	Mental health					
<i>E.B.S.3</i>	<i>The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care</i>	<i>Operating standard of 80%</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Where the number of Service Users in the Quarter not followed up within 72 hours exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH Except MH (Specialised Services)</i>

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

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.38 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant <i>Staphylococcus aureus</i>	>0	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly	A
E.A.S.5	Minimise rates of <i>Clostridioides difficile</i>	As published by NHS England and NHS Improvement	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Annual	A (NHS Trust/FT)
	Minimise rates of gram-negative bloodstream infections	As published by NHS England and NHS Improvement	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Annual	A (NHS Trust/FT)
	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	£2,500 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A+E must take place within 15 minutes with none	>0	See Contract Technical Guidance Appendix 3	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

	<i>waiting more than 30 minutes</i>					
E.B.S.7b	All handovers between ambulance and A+E must take place within 15 minutes with none waiting more than 60 minutes	>0	See Contract Technical Guidance Appendix 3	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes	>0	See Contract Technical Guidance Appendix 3	£20 per event where > 30 minutes in the relevant month	Monthly	AM
E.B.S.8b	Following handover between ambulance and A+E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes	>0	See Contract Technical Guidance Appendix 3	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	Waits in A+E not longer than 12 hours	>0	See A+E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	£1,000 per incidence in the relevant month	Monthly	A+E
E.B.S.6	No urgent operation should be cancelled for a second time	>0	See Contract Technical Guidance Appendix 3	£5,000 per incidence in the relevant month	Monthly	A CR

	VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE	95%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A
	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-candour	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
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/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/publication/nhs-operational-planning-	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

	<i>wait six weeks or less from referral to entering a course of IAPT treatment</i>		and-contracting-guidance-2020-21-annex-f-activity-and-performance/			
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/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and young adults) across all tumour sites	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy (Adult)	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly	Where <u>both</u> Specialised Services <u>and</u> Cancer apply
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and	Failure to achieve full implementation as described under Service Specification B15/S/b Cancer:	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly	Where <u>both</u> Specialised Services <u>and</u> Cancer apply

	young adults across all tumour sites	Chemotherapy (Children, Teenagers and Young Adults)				
	Proportion of Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A, A+E
	Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis	Operating standard of 90% (based on a sample of 50 Service Users each Quarter)	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	A

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

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Monthly or annual application of consequence	Applicable Service Specification
<p>Targeted service improvements in specialised services patient experience.</p> <p><i>(Tier one and Tier 2 trusts only unless specified)</i></p>	To be set at the end of quarter 3, to improve the patient experience by Q1 of following year.	<p>Quarterly report</p> <p>Q1 Plan to be submitted highlighting agreed specific services including audit tool and trust quarterly board patient experience report.</p> <p>Q2: Undertake patient experience review with agreed questionnaires</p> <p>Q3: Submit report including data to set improvement threshold</p> <p>Q4: Submit Action plan to address issue and achieve improvement target.</p>	Subject to GC9 (Contract Management)]	Quarterly	1 service per programme of care
Trust to provide assurance and action plans addressing the outliers (red) and any areas for which the rating has been amber for 2 consecutive quarters in relation to the outputs from the Specialised Services Quality dashboards	Dashboard flag / alarm indicator	<p>Quarterly report and action plan</p> <p>Reports discussed and action plans reported and monitored through monthly contractual meetings</p>	Subject to GC9 (Contract Management)]	Quarterly	Determined by Dashboard Performance Reporting
<p>Management of key risks in specialised services</p> <p>Trust to advise their allocated supplier manager/quality lead/nominated individual (delete as appropriate) by</p>	To be agreed as reported	<p>Quarterly Assurance with ad hoc reporting as required</p> <p>Risk report received with action plan OR nil return</p> <p>Trust provide copy of the board</p>	Subject to GC9 (Contract Management)]	Monthly	Determined by service risk reported

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Monthly or annual application of consequence	Applicable Service Specification
<p>telephone and e-mail as risk to the delivery of Specialised services are emerging. A risk is any issue which would potentially affect the delivery of the service within the next 6 months. Any urgent/immediate issues which would impact on the delivery of a specialised service should be notified within 1 working day of identification. Where a provider is unsure this should be discussed with the supplier manager</p>		<p>assurance framework relating to specialised Services quarterly</p>			
<p>Trust to provide complaints, patient concerns and litigations report as set out in Schedule 6 on a quarterly basis. Following review, the trust may be requested to submit further information including redacted copies of complaints and responses and/or action plans to address trends or significant issues</p>	<p>To be agreed as reported</p>	<p>Quarterly report Litigations and complaints report quarterly then final Annual report with clear reference to specialised services</p>	<p>Subject to GC9 (Contract Management)]</p>	<p>Quarterly</p>	<p>Determined by complaints and/or litigations</p>

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Monthly or annual application of consequence	Applicable Service Specification
Audit for newly established specialised services at the end of year 1	To be agreed following first quarter progress report as part of contractual meetings	Develop and conduct an audit regarding all aspects of the service including patient outcomes: At commencement of service. Agree audit content with commissioner and agree timescales, <i>to be amended locally based on new services</i>	Subject to GC9 (Contract Management)]	Quarterly	Determined by newly established service to be agreed locally
Management of mortality outliers	To be agreed as reported	Trust to share process for the mortality reviews Report any outlier concerns including CQC alerts regarding mortality within a specialised service and demonstrate how these are to be investigated and improvements actioned: Status report Monthly progress updates until the outlier alert is closed	Subject to GC9 (Contract Management)]	Annual	All
Full participation in the specialised commissioning quality monitoring process as set out in the Quality assurance and Improvement framework	To be agreed with commissioners as required	<ul style="list-style-type: none"> Engagement with the peer review process where relevant Development of SDIPS in response to identified levels of surveillance as required Trust to provide any action plans required as a result of Peer 	Subject to GC9 (Contract Management)]	Annual	To be agreed

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Monthly or annual application of consequence	Applicable Service Specification
		reviews, providing a quarterly update on progress			
Targeted service improvements following the National Cancer Patient Experience Survey for 2018 published September 2019.	To be set at end of Q4 2019/20 to improve patient experience by the end of Q4 2020/2021	<p>A quarterly report to be submitted to NHS E&I and the relevant cancer alliance as below:</p> <p>Q1: A report submitted to the Cancer Alliance demonstrating review of 2018 survey findings for individual providers. This report to identify areas of patient experience to be improved by Tumor Group and submission of an action plan to achieve these improvements. The cancer alliance to agree this action plan.</p> <p>Q2: A report submitted to the cancer Alliance and NHS E/I demonstrating progress against action plan</p> <p>Q3: A report submitted to the Cancer Alliance and NHS E/I demonstrating progress against action plan.</p> <p>Q4: A report submitted to the cancer alliance and NHSE/I demonstrating progress against action plan</p>	Subject to GC9 (Contract Management)	Annual	

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

Not applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Local Incentive Scheme

Not Applicable

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Commissioner

Date	Description	Link/ Document
26/03/2020	HCTED Programme	S1B2 Appendix HCTED Programme
17/03/2020	Next Steps Response to Covid_19 Letter	S1B3 Appendix Next Steps Response to COVID_19 Letter 170320
25/03/2021	21/22 Priorities and Operational Guidance	S1B4 21/22 priorities and operational planning guidance
11/02/2021	Integrated Care Systems – Next steps	S1B5 Integrated Care Systems next steps
09/09/2021	GD Surgery procurement outcome	S1B6 GD Surgery Outcome Letter New Victoria
30/09/2021	2021_22 priorities and operational planning guidance	S1B7 2021_22 priorities and operational planning guidance
30/09/2021	Guidance on Finance and contracting arrangements for H2 2021/22	S1B8_C1406-guidance-on-finance-and-contracting-arrangements-h2-21-22
26/03/2020	Lost Damaged and Expired Items Payment and Contracting Guidance	S2G1 Appendix - Lost Damaged and Expired Items Payment and Contracting Guidance
26/03/2020	Extract Acute SC Reporting Requirements during COVID_19	S5A1 Appendix Extract Acute SC Reporting Requirements during COVID_19
26/03/2020	Specialised Services Quality Dashboard Dates	S6A1 Appendix Specialised Services Quality Dashboard Dates 2021-22
26/03/2020	London notification of counting and coding changes 2020/21	S6A2 Appendix Notification of counting and coding changes 2020_21 FINAL
26/03/2020	Timetable for Data-Flows	S6A5 Appendix - Timetable for Data-Flows
26/03/2020	National Audits, Registries and Datasets	S6A6 APPENDIX - National Audits, Registries and Datasets
01/02/2021	ACM	S6A7 Appendix - ACM 21.22 National Template

01/02/2021	PLCM	S6A8 Appendix - PLCM 21.22 National Template
26/03/2020	RTT PTL	S6A11 Appendix - RTT PTL
26/03/2020	Haemophilia	S6A15 Appendix - haemophilia
26/03/2020	SRS Bupa	S6A15 Appendix - haemophilia
26/03/2020	Screening Programme	S6A17 Appendix - Screening Programme
26/03/2020	NHSEL Queries Toolkit 2019-20	S6A18 Appendix - NHSEL Queries Toolkit 2019-20 v1.3
26/03/2020	FRP report	S6A21 Appendix - FRP report
26/03/2020	Provider Local Business Rules Template	S6A22 Appendix - Provider Local Business Rules Template
26/03/2020	Drugs Minimum Dataset Letter	S6A23 Appendix - Drugs Minimum Dataset Letter
28/10/2021	GDNRSS waiting list monthly data collection	S2G2 GDNRSS waiting list monthly data collection v5

Documents supplied by Provider

Date	Description	Link/ Document
January 2021	Indemnity Arrangements	S5A2 Employers' Liability Certificate 2021
December 2017	CQC registration	S5A3 CQC registration
December 2020	Adult Safeguarding Policy	S5A4 Appendix Safeguarding adults at Risk
September 2019	Children Safeguarding Policy	S5A5 Appendix Safeguarding Children policy
July 2021	Business Continuity Plan	S5A6 Business Continuity Policy
January 2021	Discharge Policy	S5A7 Admission and Discharge Policy

SCHEDULE 5 - GOVERNANCE**B. Provider's Material Sub-Contracts**

Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, state whether the Sub- Contractor is a Data Processor OR a Data Controller OR a joint Data Controller
South West London Pathology (hosted by St George's Healthcare NHS Trust)	Provision of pathology services	July 2019-2022	Yes	Joint Data Controller
Pertemps Medical (Network Ventures Limited)	Provision of 24 hour RMO service	January 2020-2022	Yes	Joint Data Controller
Richmond Park Pathology (Kingston Hospital NHS Trust)	Provision of histology and cytology services	2000	Yes	Joint Data Controller
Blood Transfusion Service - St George's University Hospitals NHS FT	Provision of blood transfusion service	This is now included in the SWLP contract	Yes	Joint Data Controller
Parkside Private Hospital (a division of Aspen Healthcare Ltd)	CSSD - decontamination service	Expires October 2022	No	
Grosvenor Contracts (London) Ltd	Laundry cleaning service	February 2021-2024	No	
Grundon Waste Management Ltd	Waste management service	Operating agreement ongoing from February 2021	No	
BOC Limited	Provision of medical gases	April 2017-2022	No	

NHS STANDARD CONTRACT 2021/22 PARTICULARS (Full Length)

NIFES Consulting Group (part of NIFES Property Ltd)	Health and safety services	January – December 2021	No	
Monmouth Partners Limited	Provision of clinical coding support	January 2016-2022	yes	Data processor
Radiation Consultancy Services Limited	Provision of a radiation protection and quality assurance service	August 2021 - 2022	No	
Kingston Hospital NHS Foundation Trust	Provision of occupational health service (suspended currently)	Ongoing SLA from April 2019	Yes	
Howard Warwick Associates Ltd	Patient satisfaction surveys	January- December 2021	Yes	Data processor
Automated Data Processing Ltd (ADP)	HR and payroll services	Contract currently under review	Yes	Data processor

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

<p>1. Each Commissioner will separately agree the contract baseline with the Provider for the Services they commission.</p> <p>2. The contract baseline for each individual Commissioner will be monitored separately in contract monitoring. Contract baselines and actuals must not be amalgamated into one NHS England aggregate.</p> <p>3. Each Commissioner within the contract must be invoiced separately as individual commissioners for their element of the contract. The invoice must clearly state the commissioner to which the invoice has been raised along with the individual commissioner code. NHS England will not accept one invoice for the total contract.</p>

Co-ordinating Commissioner/Commissioner	Role/Responsibility
Specialised Commissioning	<p>For itself</p> <ul style="list-style-type: none"> • Activity planning assumptions, prior approval schemes, capacity analysis • Clinical pathway development • Clinical quality monitoring • Contract negotiation including modelling of demand and activity • Discharge and referral protocols • Financial reconciliation • Information monitoring analysis • Market management • Monitoring patient experience • Performance of the provider • Performance and effectiveness • Standard setting relating to local services in the absence of other relevant standards of quality • Compile the core contract for Specialised Commissioning • Enact Variations to the Contract <p>Enact contract query and/or performance notices</p>
	<p>On behalf of other Direct Commissioners</p> <ul style="list-style-type: none"> • Insert Direct Commissioners information to be included into the core contract, once it has been agreed between Commissioner and the Provider. • Variations to the Contract, once the detail has been agreed between the Associate and the Provider <p>Enact any contract notices, contract queries and notices.</p>
Other Direct Commissioners	<p>For itself</p> <p>Manage all aspects of the contract as above with the exception of enacting variations to the contract and serving contract queries and notices.</p>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
(A) National Requirements Reported Centrally				
1.	As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isc/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	All
1A.	Without prejudice to 1 above, daily submissions of timely Emergency Care Data Sets, in accordance with DCB0092-2062 and with detailed requirements to be published by NHS Digital	As set out in relevant Guidance	Daily	A+E, U
2.	Patient Reported	As set out in	As set out in relevant Guidance	All

<p>Outcome Measures (PROMs) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms</p>	<p>relevant Guidance</p>		<p>Guidance</p>	
(B) National Requirements Reported Locally				
<p>1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i>)</p>	<p>Monthly</p>	<p>(Depending on what has been agreed with all commissioners, please select ONE of the following options)</p> <p>For the National Template:</p> <p>In the format specified on the NHS England website (https://www.england.nhs.uk/nhs-standard-contract/dc-reporting) and the NHS Digital Information standards website</p>	<p>In accordance with the deadline documented in S6A5 APPENDIX - Timetable for Data-Flows and by no later than the SUS+ publication date and time for the month to which it relates, consistent with data submitted to SUS, where applicable. The ACM is to be submitted via the Data Landing Portal</p>	<p>All</p>
<p>2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the Duty of Candour, including, without limitation:</p>	<p>Monthly</p>	<p>Copies of papers/reports produced for local Clinical Quality Review Groups/Trust Boards</p>	<p>Please send a copy of reports/papers to england.london-specialised-services@nhs.net</p>	<p>All</p>

<p>a. details of any thresholds that have been breached and any Never Events and breaches in respect of the Duty of Candour that have occurred;</p> <p>b. details of all requirements satisfied;</p> <p>c. details of, and reasons for, any failure to meet requirements</p> <p>d. report on performance against the HCAI reduction plan</p>				<p>All</p> <p>All</p> <p>All except 111</p>
<p>3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied</p>	<p>Quarterly</p>	<p>As detailed in the relevant NHS England CQUIN scheme</p>	<p>Submit to Coordinating Commissioner within 12 operational days or in line with national timetable of the end of the month or quarter to which it relates. Send to england.cquin@nhs.net</p>	<p>All</p>
<p>4. Report on performance in respect of venous</p>	<p>Annual</p>	<p>[For local agreement]</p>	<p>For local agreement]</p>	<p>A</p>

thromboembolism, catheter-acquired urinary tract infections, falls and pressure ulcers, in accordance with SC22.1				
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	Copies of papers/reports produced for local Clinical Quality Review Groups/Trust Boards	Please send a copy of reports/papers to england.london-specialised-services@nhs.net	All
6. Report against performance of the Service Development and Improvement Plan (SDIP)	[Timetable will be defined by the deadlines for each of the plans]	[Dataset or report format to be defined separately for each plan]	Submit to Commissioner Representative In accordance with relevant SDIP	Only where SDIP in place
7. Summary report of all incidents requiring reporting	Monthly	As per lead CCG requirement	Within 15 Operational Days of the end of the month to which it relates	All
8. Data Quality Improvement Plan: report of progress against milestones	Monthly	Summary report showing data quality improvements in line with the detail of the plan	Submit to relevant Commissioning region within the timetable shown in S6A5 APPENDIX - Timetable for Data-Flows	Only when/if DQIP put in place
9. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments,	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A, A + E U

<p>Urgent Care and Walk in Centres to the local Community Safety Partnership (CSP) and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Standard Specification</p> <p>https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/isb1594-information-sharing-to-tackle-violence-minimum-dataset</p>				
<p>10. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with G C 5.2(<i>Staff</i>)</p>	<p>Annually (or more frequently if and as required by the Coordinating Commissioner from time to time)</p>	<p>[For local agreement]</p>	<p>[For local agreement]</p>	<p>All</p>
<p>11. Report on compliance with National Workforce Race Equality Standard</p>	<p>Annually</p>	<p>As per lead CCG requirement</p>	<p>[For local agreement]</p>	<p>All</p>
<p>12. Report on compliance with the National</p>	<p>Annually</p>	<p>As per lead CCG requirement</p>	<p>[For local agreement]</p>	<p>All</p>

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Workforce Disability Equality Standard				
<p>13. Specific reports required by NHS England in relation to Specialised Services and other services directly commissioned by NHS England, as set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/ (where not otherwise required to be submitted as a national requirement reported centrally or locally)</p>	<p>As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</p>	<p>(Depending on what has been agreed with all commissioners, please select ONE of the following options)</p> <p>For the National Templates:</p> <p>As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</p>	<p>As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</p>	<p>NHS England direct commissioning</p>
<p>14. Drugs minimum dataset</p>	<p>Monthly</p>	<p>THERAPEUTIC INDICATION CODE (SNOMED CT)</p> <p>Therapeutic indication should be reported via Snomed CT code related to the disease specific clinical indication</p> <p>If this is not possible due to limitations with internal reporting systems NHS England London region will accept one of the following whilst the issues with the reporting of specific Snomed CT code are addressed:</p>	<p>As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</p>	
<p>15. Drugs minimum dataset</p>	<p>Monthly</p>	<p>PROVIDER REFERENCE NUMBER (CDF / Blueteq ID)</p>	<p>As set out at https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/</p>	<p>All</p>

		<p>To be populated with either the unique CDF reference number or unique identifier assigned by Blueteq where this exists.</p> <p>EXCESS TREATMENT COSTS</p> <p>All approved excess treatment costs will be reimbursed via the standard reimbursement route in response to submission within the minimum data set (MDS) as set out within the Drugs patient level contract monitoring (DrPLCM) requirements</p> <p>A formal communication will be sent to all participating centers for each trial to confirm the specific coding requirements for reimbursement e.g.</p> <p><i>Please use the following wording in the 'Drug name' field within your Drug MDS:</i></p> <table border="1" data-bbox="931 1204 1377 1355"> <tr> <td>Drug name</td> </tr> <tr> <td>INFLIXIMAB-STUDY NAME-TRIAL-269769 (Unique Identifier)</td> </tr> </table>	Drug name	INFLIXIMAB-STUDY NAME-TRIAL-269769 (Unique Identifier)	<p><u>reporting/</u></p> <p><u>(https://www.england.nhs.uk/publication/drugs-patient-level-contract-monitoring-drplcm-technical-detail-specific-data-requirements/).</u></p>	
Drug name						
INFLIXIMAB-STUDY NAME-TRIAL-269769 (Unique Identifier)						

		<i>RITUXIMAB-STUDY NAME-TRIAL-269769 (Unique Identifier)</i>			
16.	Report on performance in reducing Antibiotic Usage in accordance with SC21.4 <i>(Antimicrobial Resistance and Healthcare Associated Infections)</i>	Annually	<i>[For local agreement]</i>	<i>[For local agreement]</i>	A
17.	Report on progress against Green plan in accordance with SC18.2	Annually	<i>[For local agreement]</i>	<i>[For local agreement]</i>	All
(C) Local Requirements Reported Locally					
1.	Report performance against the 18-week Referral-to-Treatment incomplete pathways Standard for a. Neurosurgery (TFC 150) and Cardiac Surgery (TFC 172, 170,173) and any other identifiable specialised service activity b. Oral Surgery c. All relevant services	Monthly	Use national reporting format	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows (See also item 8.4)	SS SD AF, H&J
2.	RTT incomplete pathway exception report and action plan	Monthly (based on activity occurring in the previous	Use national reporting format	Only applicable when RTT access times are not achieved.	SS

<p>for</p> <ul style="list-style-type: none"> a. Neurosurgery and Cardiac Surgery and any other identifiable specialised service activity b. Oral Surgery c. All relevant services 	<p>calendar month)</p>		<p>When required, report to be submitted to the relevant NHS England supplier manager and regional information team.</p> <p>(See also item 8.4)</p>	<p>SD AF, H&J</p>
<p>3. Patient treatment list (PTL) for all Armed Forces personnel and their families (based on the presence of registered GP practice shown as a Defence Medical Service practice).</p>	<p>Monthly</p>	<p>[See S6A11 Appendix - RTT PTL]</p>	<p>Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows</p> <p>(See also item 8.4)</p>	<p>AF</p>
<p>4. Long stay patient report to include:</p> <ul style="list-style-type: none"> - Any specialised service patient currently in adult critical care, NICU or PICU who has been in hospital for more than 28 days - Armed Forces personnel and their families in hospital for longer than 10 days. - Any NHS direct commissioned 	<p>Monthly</p>	<p>Snapshot report to show long stay patients who have not yet been discharged at the last day of the month</p> <p>[The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]</p>	<p>Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows</p> <p>(See also item 8.3)</p>	<p>SS</p> <p>AF</p> <p>SS, H&J, SD, PH</p>

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patient that has been in hospital for more than 28 days and is still admitted				
5. Paediatric long-term ventilation report	Monthly	Snapshot to show the status of this patient cohort [The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]	Submission to via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS
6. Specialised Services Quality dashboards	Quarterly	Specialised Services Quality Dashboards (SSDQ) see https://www.england.nhs.uk/commissioning/specialised-services/npc-crg/spec-dashboards/	Data gathered direct from relevant clinical database or via data form from individual providers See S6A1 Appendix Specialised Services Quality Dashboard Dates	SS, SD
7. Highly specialised activity reporting	Monthly	[Locally Agreed 20/21 Templates] (CONTRACT MANAGERS TO INSERT RELEVANT DOCUMENTS FOR HSS) \\ims.gov.uk\data\NHSE\London\4 Specialised Commissioning\London Region\BI\Planning\2020-2021\inserted docs\HSS	Submission to AGEM DSCRO mailbox agcsu.dscro@nhs.net and copy in the NEL DSCRO mailbox NELCSU.DSC-SCLON@nhs.net in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS

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		(Please note, LSD should be reported on Drugs MDS as per the specification)		
8. Counting and coding annual notification	Annual (by Sept 2020)	<i>[See S6A2 Appendix London Notification of counting and coding changes 2020_21 FINAL]</i>	Submission to supplier manager of commissioning region by 30 th Sept	ALL
1. Add any data flows necessary to support CQUIN or QIPP schemes	As required by schemes	As required by schemes	As required by schemes	ALL
10. Patient level data flow to support CUR (Only relevant to CUR providers)	Monthly	Use national template <i>[See S6A3 Appendix - CUR bed complement template FINAL]</i> <i>[See S6A4 Appendix - CUR Minimum Data Set (MDS) specification and guidance FINAL 2020_21]</i>	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS
11. Breast screening report	Monthly	Format to be agreed locally	Submission to relevant DSCRO in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	PH
12. Diabetic eye screening report	Monthly	Format to be agreed locally	Submission to relevant DSCRO in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	PH
13. AAA screening report	Quarterly	Format to be agreed locally	Submission to relevant DSCRO in accordance with	PH

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			the timetable in S6A5 APPENDIX - Timetable for Data-Flows	
14. Self-Declaration	Annually	Link to the QGIS portal: https://www.qst.england.nhs.uk/	The deadline for self-declaration submission is 30th June. Submissions are required via the QGIS portal	SS
15.Excluded devices financial reconciliation dataset	Monthly	[See S6A21 Appendix - FRP template]	FRP submitted to healthcare providers on working day 16 (after month end). Healthcare providers to share completed FRP by working day 26 (after month end) to NELCSU.DSC-Acute@nhs.net	ALL
16.Assistive and Augmentive Communication Aids activity	Monthly	[The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS
17.Prosthetics activity monitoring	Monthly	[The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS
18.Monitoring of clinical quality	In accordance with the detail in Schedule 4	In accordance with the detail in Schedule 4	In accordance with the detail in Schedule 4	ALL
19. Blueteq prior approvals	Real time data entry prior to provision of treatment	The web-based reporting solution is found here https://www.blueteq-	Information will be extracted directly from the Blueteq system for the purposes of	SS

		secure.co.uk/Trust/Default.aspx	NHS England monitoring	
<p>20. Data submissions to clinical databases, registries and audits (where not already covered in the 'NHS Approved Collections).</p> <p>Providers / clinical teams involved in the provision of specialised services are required to make regular data submissions to the national audits, registries and datasets relevant to the other specialised services they deliver as specified in Schedule 2 of this contract. See Appendix B for the full list of clinical databases, registries and audits</p>	As specified by the relevant clinical database, registry and audit	<p><i>As specified by the relevant clinical database, registry and audit</i></p> <p><i>[See S6A6 Appendix - National Audits, Registries and Datasets]</i></p>	As specified by the relevant clinical database, registry and audit	SS, PH,
21. PET CT dataset	Monthly	<p>[The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]</p>	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	ALL
22. Genomics dataset	Monthly	<p>[The national template is available here https://www.england.nhs.uk/nhs-standard-contract/dc-reporting/]</p>	Submission via DLP in accordance with the timetable in S6A5 APPENDIX - Timetable for Data-Flows	SS

<p>23. Further Local Datasets</p>	<p>Monthly</p>	<p>The submission of datasets below applies only to relevant providers and is in addition to the nationally mandated datasets. Required local data sets are attached and cover the services listed below:</p> <ul style="list-style-type: none"> • HIV New patients / babies / newfill reported monthly on attached template • HIV Drugs reported quarterly on attached template • HIV - ALL DATA SHOULD ALSO BE REPORTED IN MONTHLY MONITORING I.E. PLCM AND DRUGS • Haemophilia – template attached – ALL DATA SHOULD ALSO BE REPORTED IN MONTHLY MONITORING I.E. PLCM AND DRUGS • SRS (BUPA only, rest comes from national datasets) • Outsourced Pharmacy – completed annually <p><i>[See S6A12 Appendix - HIV Drug Return Form 2020-21]</i></p>	<p>Submission via DSCRO nelcsu.dsc-sclon@nhs.net And copy agcsu.dscro@nhs.net</p>	<p>SS</p>
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		<p><i>[See S6A13 Appendix - NHS England London Outsourced Pharmacy Template]</i></p> <p><i>[See S6A14 Appendix - HIV New Pts babies]</i></p> <p><i>[See S6A15 Appendix - haemophilia]</i></p> <p><i>[See S6A16 Appendix - SRS Bupa]</i></p>		
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(D) Further Local Requirements Reported Locally

1. Brain Injury and Complex Rehabilitation

- The BadgerNet Neurology electronic referral system has now been implemented to the majority of London acute hospital referrers. It is important that all referrers and the complex Neurorehabilitation units receiving referrals ensure that data completeness and data quality is recorded accurately into the BadgerNet Neurology system. NHSE Specialised Commissioners will monitor data quality via the BadgerNet Neurology system reports monitored regularly.

2. Secondary Dental Services

Secondary Dental Services are commissioned by NHS England from the following providers:

- Barts Health NHS Trust
- Barking, Havering and Redbridge University Hospitals NHS Trust
- Chelsea and Westminster Hospital NHS Foundation Trust
- Croydon Health Services NHS Trust
- Epsom and St Helier University Hospitals NHS Trust
- Guy's and St Thomas's NHS Foundation Trust
- The Hillingdon Hospitals NHS Foundation Trust
- Homerton University Hospital NHS Foundation Trust
- Imperial College Healthcare NHS Trust
- Kingston Hospital NHS Foundation Trust
- King's College Hospital NHS Foundation Trust
- London North West Hospitals NHS Trust
- Royal Free London NHS Foundation Trust
- St George's Healthcare NHS Trust
- University College London Hospitals NHS Foundation Trust

- a. Data must be submitted within the patient level contract monitoring data. Data must be coded to the following treatment function codes and with NHS England Commissioned Service Category "51" (or as updated: <https://digital.nhs.uk/services/organisation-data-service>). Note that Dental activity relating to diagnostic imaging or radiology must be coded to a dental Treatment Function Code. Secondary dental activity should have an Activity

Treatment Function code of 140, 141, 142, 143, 144, 217, or 450, and allocated in line with Commissioner Assignment Method Guidance

- b. For secondary dental, activity reported under TFC 192 (Critical Care Medicine) should only be charged for when it is associated with a core dental spell. This activity must also be identified using the NHS England Commissioned Service Category “51” or as updated <https://digital.nhs.uk/services/organisation-data-service>). Critical care records must include a spell identifier in order for NHS England to validate that the critical care is associated with dental treatment
- c. **In the NHS service Line Agreement Field, secondary dental data must include the service line code ‘NCBDEN’. Any alternative identifier must be agreed between NHS England and the Provider.**

The Provider is expected to adhere to the National NHS England Commissioning Standards where applicable: A list of Standards can be found at <https://www.england.nhs.uk/dentistry/dental-commissioning/dental-specialities/> and include the following:

- [Guide for Commissioning Dental Specialties: Orthodontics](#)
- [Guide for Commissioning Dental Specialties: Oral Surgery and Oral Medicine](#)
- [Guide for Commissioning Dental Specialties: Special Care Dentistry](#)
- [Commissioning Standard for Dental Specialties: Paediatric Dentistry](#)

Local London Service Specifications are in place for Paediatric and Special Care Community Dental Services (CDS) and Intermediate Minor Oral Surgery (IMOS). The former will impact the patient pathway to secondary care.

3. Public Health Commissioning

This refers to data flows from providers to commissioners specifically to support the commissioners in the monitoring of quality and outcomes for the population. These are in addition to requirements to report data nationally to Public Health England (PHE) or HSCIC:

- a. Cancer screening programmes (Bowel, Breast and Cervical): An enhanced quality monitoring template has been developed in discussion with providers. The benefit of this is to have a template for data returns common to all providers.
- b. Diabetic Eye retinopathy screening services: An enhanced quality monitoring template has been developed in discussion with providers.
- c. Abdominal Aortic Aneurysm Screening: An enhanced quality monitoring template is in development

- d. Antenatal and New-born Screening Programmes: A quality monitoring template has been developed in discussion with providers. Providers must complete and return within 48 hours the Newborn Bloodspot Laboratory template form for all screen-referred babies confirming age at which the baby attended their first appointment (separate from the annual programme reporting).

There is a detailed annual reporting template which services are required to complete for the NBBS Programme data collection – evidence that the programme is effective in detecting conditions at an early stage to improve health outcomes, reducing premature death and morbidities.

- e. Specific details of the data items to be reported will be provided by the commissioner (page 5, items 12-15). In each instance they are a continuation of data flows established in 2013/14
- f. Data reporting for the screening programmes should be returned to Screening-Submissions.London@nhs.net.
- g. The timetable for returns is set out in Appendix S6A1 Data Submission Timetable.
- h. Providers should ensure that reporting is done using the standard templates as provided by the commissioner. Providers that vary from the standard template may be asked to make a resubmission.

NHS England commissions a number of different screening programmes, which are collected via the PLCM and/or ACM returns. Financial plans are broken down by screening programme, so there is requirement to identify which attendances/tests relates to which programme in order to report back to NHS England. Additionally, certain screening programmes have different types of screens, some of which have different local tariffs, so a means is required of identifying which attendances relate to which type of screen.

Currently there is no mandated national guidance on how providers are to identify screening programmes or type of screen in their core monthly datasets. We have in the past suggested codes to use where providers have requested guidance, but typically there are a number of different methods in use to make this assignment. This can lead, and has led, to difficulties in reporting activity to NHS England and validating the correct use of tariffs.

A consistent means of identifying these programmes and their sub types of screen would streamline the data processing, highlight data quality/completeness issues more readily, and avoid any ambiguity in charging. Greater consistency would also facilitate national pieces of work via the NCDR.

[See S6A17 Appendix - Screening Programme]

4. Health and Justice System

- a. **Where commissioned, NHS England will require providers to return quality monitoring data for Liaison and Diversion and Sexual Assault Referral Centers.**
- b. **In the case of Liaison and Diversion services, a list of locally required key performance indicators has been developed. Details on these are provided in Appendix B06. Commissioners will provide the specifications of the minimum data set for collection by providers to support the return of these KPIs. This data set should be returned quarterly by the end of the month following quarter end to Justice-System-Health-Submissions.London@nhs.net**

For Sexual Assault Referral Centers the data fields required for quality and performance monitoring are identified within the service specification. A single standardised template for monitoring these measures is being developed by provider and commissioner, and it is expected that this will be reported on from April 2014. Within appendix B07 is an exemplar of the current reporting template for SARCs. This data set should be returned on the third Wednesday of each month following quarter end to Justice-System-Health-Submissions.London@nhs.net

5. Cancer Drug Funding

There are 2 separate CDF submissions:

1. CDF data submissions - Please report the CDF data submissions on a monthly basis via the Data Landing Portal (DLP) and ensure compliance with report specifications, and be of sufficient quality, content and format to pass the DLP format and content checks (where applicable). Further detail for the CDF formatting, frequency and method of submission can be found within the NHS England Specialised Service Circular (ID: SCC 1880) that was circulated during 18/19.
2. CDF invoices – One invoice per month must be provided, with backing data to be supplied in EXCEL worksheet for each invoice as below, and should be sent to: England.CDFLondonFinance@nhs.net. The backing data must contain:
 - CDF Approval reference number (For patients that have had been approved after April 2013) or a Bridging reference number (A temporary reference that have been issued to patients approved pre- April 2013). This will be in the form of: LOxxxx
 - Start date of the treatment
 - Expected End date of the treatment
 - The Drug administered

- Quantity of the drug administered
- Cost of the drug administered

a. Invoicing: If a purchase Order (PO) number for CDF has been provided, it must be quoted on invoices.

Each month send invoices with the PO number to:

NHS England
13R London Specialised Commissioning
X24 payables K005
Phoenix House
Top Cliffs Lane Wakefield
West Yorkshire
WF3 1WE

The current versions of the CDF list, SOP, and Application form are available from this website
<http://www.england.nhs.uk/ourwork/pe/cdf/>

6. IFR

IFR invoicing is outside of the baseline contract and not subject to the same Flex/Freeze rules. However, IFR backing data must now be submitted via the DLP using the correct 19.20 MDS template.

In the “COMMISSIONED SERVICE CATEGORY CODE” field please use code “21” and add the IFR number with the prefix text string “IFR” in the “PROVIDER REFERENCE NUMBER” field

Payment of invoices will be subject to the above process being followed and the IFR process being followed. In terms of the IFR process; this means that clinical updates and continuation request forms and any information requested by the IFR Panel, must be provided. The clinical updates and continuation requests must be approved before further invoices are paid. Please be aware invoices cannot be paid in part.

7. Best Practice Tariffs

Providers must evidence that patients have been treated on a best practice pathway as described in the National Guidance to attract best practice tariff. Some BPT is output from the SUS grouper. Where BPT is not detailed via the grouper, adequate data should be available to justify best practice tariff payment as per National Tariff guidance.

8. Overseas Patients

The Provider will ensure compliance with the latest national guidance on the identification, reporting and billing of overseas patients. This will include ensuring these patients are not inappropriately included in NHS England's Non-SUS datasets and subsequent billing, and that they are flagged as such in SUS submissions, including the indication of the specific overseas patient category the patient falls under.

9. Provider SUS+ and DLP Data Submission Failures or Delays

Where it can be evidenced by the provider that an issue outside their own control at a third-party software supplier (e.g. PAS systems, A&E Systems, DLP, or SUS+ technical issues) has affected the timely submission of the required dataset from providers, commissioners will not initially penalise the provider through contract fines or withholding for a reasonable, agreed period of time as this is deemed to be outside the control of the provider.

Where the delay or failure to submit nationally or locally required datasets is due to an issue within the control of the provider, e.g. staff sickness, annual leave or errors made by internal responsible staff, in line with the Information Breach guidelines in the NHS Standard Contract, commissioners reserve the right to submit an IBN and pursue the steps outlined within the contract Service Condition 28.14 - Information breach.

The default position in all such circumstances will be that:

A. The Parties will need to agree via contract monitoring communication or technical contract management meetings, an immediate way forward to address the issue, promptly in line with the contract terms.

B. Commissioners will reserve the right to validate the late received datasets and submit any resulting data validation claims/queries for the month for which data receipt was delayed, as part of the next month's claims/queries submission process. Where operationally possible, commissioners may instead submit the data validation claims/queries at an equal number of days later to the delay in data receipt from the original due date. The provider in question can then submit their responses to the delayed month's queries as part of the following month's responses or at an agreed number of days later, following the receipt of the claims/ queries from commissioners if operationally possible. The affected provider will be informed after receipt of any delayed data by the Commissioner as to the exact course of action it has decided to take in this respect.

C. The provider will be paid on the contract Plan value for the affected month where a plan is in place, with any adjustments applied retrospectively as part of the quarterly reconciliation process (for example where the data later becomes available), unless otherwise agreed between parties. Where there is no contract plan in place, parties will need to come to a joint agreement on the payment amounts for that month in line with the NHS Standard Contract Service Condition 36 - Payment terms.

D. If the data is deemed to be permanently unavailable for that month, then an alternative method of determining the activity and prices for that month will be agreed between the parties. This may be an average value based on previous comparable month's activity at the provider, with an average adjustment applied for the impact of claims or queries from a previous typical month, to be jointly agreed between parties.

10. HEP C

The Final reconciliation is conducted by the NHSE National team and amounts reflected in the regional queries process may differ.

11. NEONATAL REBASING EXERCISE

[See S6A19 Appendix - NICU doc]

[See S6A20 Appendix - NICU Detail]

In 2019/20 Providers were expected to perform an exercise aimed at assessing the financial impact of a change in the neonatal system, and agree with NHS England a way forward for 2020/21. NHS England will continue to engage with providers during the year to finalise this process if not already agreed.

12. CHEMOTHERAPY BANDING SHADOW MONITORING

In 2019/20 NHS England implemented a shadow monitoring mechanism to assess the impact of the change in-year with the intention to move to pass-through in 2020/21. As of the financial year 2020/21, NHS England will pay chemotherapy via a pass-through drugs mechanism, which will replace the tariff banding system in its entirety.

Additionally, London providers were notified within the NHS England September 2018 commissioning intentions of this change.

The cessation of the tariff banding mechanism falls in line with national guidance, which is given here https://improvement.nhs.uk/documents/6257/2021_NTPS_statutory_consultation_notice.pdf.

1.	METHOD OF IDENTIFICATION OF APPROPRIATE COMMISSIONER	
1.1	Healthcare providers are required to allocate the appropriate healthcare commissioner to healthcare activities as documented in the Commissioner Assignment Methodology (CAM) documented on the NHS England website https://www.england.nhs.uk/publication/commissioner-assignment-method/ .The CAM includes a process for dealing with commissioning hierarchy to ensure that healthcare activity is attributed to the most appropriate commissioner.	ALL
1.2	NHS Digital will be implementing the new organization code identification structure (ANANA) effective from 1 st April 2020 (see https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/dcb0090-health-and-social-care-organisation-reference-data). Healthcare providers are encouraged to use the organization code API to receive frequent and timely updates to organization code information.	ALL
1.3.1	<p>The following general principles apply to identifying activity belonging to prescribed services:</p> <ul style="list-style-type: none"> • If an unbundled element of care is identified as belonging to a prescribed service, this does not make the associated spell the commissioning responsibility of NHS England (e.g. a neonatal critical care period may be associated with an Admitted Patient Care spell, that does not belong to a prescribed service because the spell is not triggered by an Identification Rule). • If a spell or outpatient attendance/procedure is identified as belonging to a prescribed service, then all unbundled elements of care associated with this activity are identified as belonging to a prescribed service. • Health care providers are also required to be cognisant of relevant specialised service specifications and the points at which the responsibility for commissioning services hand off to other commissioners. There are instances where specialised service commission the clinical care of a patient up to certain date ranges (e.g. Bone and Marrow transplantation up to 100 days post transplantation or Long-Term Ventilation patients), or up to the point when patient is fit for discharge (e.g. Spinal cord injury) 	SS SS SS
1.3.2	<p>All providers of specialised services are required to apply the most relevant national Identification Rules tool for the commissioning period (for 2020/21 this will be the PSO 2020/21/20 Operational IR tool available on the NHS Digital website). The software tool and supporting guidance can be found on the NHS Digital website. The accompanying Prescribed Specialised Services manual (including the IR handbook) can be found on the NHS England website https://www.england.nhs.uk/publication/manual-for-prescribed-specialised-services/ [This document will be updated for 2020/21 commissioning.]As a general rule of thumb all providers of specialised services are required to apply the national IR tool to local data before applying any local identification rules to that data. The exception to this may be the identification of highly specialised services identified locally prior to the application of the national IR tool.</p>	SS
1.3.3	All activity identified as Specialised must carry the 13R Commissioner code.	

1.3.4	The commissioner service category code for Cancer Drug Fund (CDF) drug data is '31' and the commissioner code for drugs commissioned as part of national Hepatitis C disease elimination initiative is '41', all with the commissioner code '13R'.	SS SS
1.4.1	Patients covered by Armed Forces commissioning can be identified based on the patient's registered GP practice code being a Defence Medical Service practice in England (i.e. having a parent code of 13Q and a postcode in England). Where the Defence Medical Service practice is not based in England, i.e. has a postcode in Wales, Scotland, Northern Ireland or is a BFPO code the Commissioner Assignment Methodology (as section 1.1) should be followed.	AF
1.4.2	All healthcare activity commissioned by Armed Forces commissioning must carry the 13Q commissioner code.	AF
1.5.1	Patients covered by Health and Justice commissioning can be identified based on the patients usual place of residence being shown as a prison or place of detention (based on patient reported postcode) and/or patients being shown as being registered with a prison GP practice.	H & J
1.5.2	All healthcare activity commissioned by Health and Justice commissioning must carry the XXX commissioner code.	H & J
1.6.	All healthcare activity commissioned by Secondary Care Dental commissioning must carry the relevant NHS England commissioning region code (based on the patients registered GP practice) and invoiced to the region relevant to the patient.	SD
1.7	All healthcare activity commissioned by Public Health commissioning must carry the relevant NHS England commissioning region code (based on the patients registered GP practice).	PH
2	LOCAL IDENTIFICATION RULES	
2.1	On occasion where a healthcare provider utilises a local method of service identification (perhaps because a national method of identification does not exist) the business / identification rule is required to be documented and captured within Schedule 2G of the contract. As a minimum all activity with a local price and a non-standard currency that can be evidenced via a commissioning data set submitted to SUS+ should have an accompanying local business rule documented. Completion of this document will enable all commissioning functions to be clear on areas of commissioning responsibility as captured in supporting data flows.	ALL
2.2	The format of the local identification rules document is not going to be prescribed nationally but the content of each local identification rule must be clear, identifying the agreed rule in plain English and make reference to appropriate data variables and logic rule where appropriate. Commissioning Support Units (acting on behalf of NHS England) will replicate the local identification rules within local / national analysis to eliminate unnecessary data challenge.	ALL

2.3	<p>If Providers report activity with the following currencies in SUS dataset, they must bring this to the attention of commissioners and a local identification rule recorded for the following examples:</p> <ul style="list-style-type: none"> • Radiotherapy fractions, Chemotherapy delivery and Renal dialysis sessions/days/weeks • PET-CT and Cardiac MRI scans • Activity that is part of a 'Year of Care Package - Recurrent', 'Care Package - Non-Recurrent, 'block payment', or a 'Specialist Centre service' (see glossary in Appendix C for descriptions of these terms). 	SS
3	LOCATION FOR RECEIPT OF CONTRACT MONITORING INFORMATION	
3.1	<p>Unless stated elsewhere, all data flows are required to be submitted to the Data Landing Portal (DLP), to be compliant with report specifications and be of sufficient quality, content and format to pass the DLP format and content validation checks.</p>	ALL
3.2	<p>Healthcare providers should note the additional guidance available on the NHS Digital website about the formatting of data files prior to submission of data via the DLP. See https://digital.nhs.uk/services/data-landing-portal#resources and the Excel guide in the resources section.</p>	ALL
3.3	<p>Where reports are required to be submitted electronically to the DSCRO these should be submitted to:</p> <p>For Highly Specialised Service reporting containing patient identifiable information submit to agcsu.dscro@nhs.net and copy in the NEL DSCRO mailbox: NELCSU.DSC-SCLON@nhs.net.</p> <p>For Armed Forces commissioning submit to agcsu.ncdr.af@nhs.net For Health and Justice commissioning necsu.nhsedata@nhs.net</p> <p>For Specialised Services, Public Health and Secondary care dental commissioning the following DSCRO e-mail addresses will be used. Please insert as relevant:</p> <p>North – necsu.nhsedata@nhs.net Midlands and East – agcsu.dscro@nhs.net London - agcsu.dscro@nhs.net and copy nelcsu.dsc-sclon@nhs.net South - agcsu.dscro@nhs.net</p>	<p>SS SS</p> <p>AF</p> <p>H & J</p> <p>PH, SD, SS</p>

4	RECONCILIATION OF INVOICES	
4.1	The Monthly Aggregate Contract Monitoring report must include those services contracted by the provider and MUST reconcile with both SUS and non-SUS datasets, and with the invoice presented by the Provider. This will necessitate the inclusion of block contract payments and other financial apportionments previously performed outside of the ACM reporting. Providers are expected to triangulate these data flows, and where reconciliation is not achieved, providers will be required to submit additional information and data to facilitate the validation of data and reconciliation of the invoice by the NHS England commissioning region. The NHS England commissioning region will not pay for any activity it is not able to validate.	ALL
5	DATA SUBMISSION TIMETABLE	
5.1	Unless stated elsewhere all providers must comply with the timetable set out in S6A5 APPENDIX - Timetable for Data-Flows. Failure to comply with this timetable will result in financial penalties as described in SC28.18 to SC28.23 of this contract.	ALL
5.2	Should the provider experience serious technical difficulties with any of these data flows and wish to advise of late data submissions, this must be communicated to both the relevant NHS England commissioning region supplier manager, regional information lead and the CSU expecting to receive the data (see section 2.0 for details). Where data is submitted late by the Provider, commissioners may extend all following deadlines in the timetable (S6A5 APPENDIX - Timetable for Data-Flows) by the number of days that data was submitted late.	ALL
5.3		ALL
6	DATA FLOWS TO THE SECONDARY USAGE SERVICE (SUS+)	
6.1	In accordance with Information Standards Notice 0092 https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/isb0092-commissioning-data-sets all Acute healthcare providers of NHS commissioned services are mandated to submit data to SUS+ using Commissioning Data Set (CDS) v6.2 format. Providers are also encouraged to utilise net change protocol in their data submissions in an effort to reduce national data processing.	ALL
6.2	Where commissioned activity can be represented in a CDS data flow the aggregation of that CDS activity must reconcile to the relevant activity in the Monthly Aggregate Contract Monitoring report (see National Requirements Reported Locally 1.). Commissioners reserve the right to not pay for activity documented in the Monthly Aggregate Contract Monitoring report that is not supported (where relevant) by the equivalent activity in the relevant CDS dataset. CDS records (and SUS+) will be used to support payment in 2020/21 where it is possible to do so.	ALL

6.3	<p>The following CDS types will be utilised by the different direct commissioning functions and are to be included within the relevant data flows to SUS+</p> <ul style="list-style-type: none"> • Admitted Patient Care CDS types 120,130,140,150,160,180,190,200 including where relevant <ul style="list-style-type: none"> ○ Adult critical data extensions ○ Neonatal critical care data extensions ○ Paediatric critical care data extensions • Outpatient CDS type 020 including <ul style="list-style-type: none"> ○ Telephone consultations ○ RTT administrative events • Emergency care dataset CDS type 011 • Elective admission lists end of census CDS type 050 	<p>ALL ALL SS SS</p> <p>ALL ALL</p> <p>AF, H&J ALL</p>
6.4	<p>Providers of neonatal and paediatric critical care should note the requirements of SCCI 0075 and SCCI 0076 respectively and should collect the new critical care activity codes to support the future revision to HRG codes for these services. In accordance with the SCCI notifications, providers are unable to flow the new critical care activity codes in the SUS+ record.</p>	
6.5	<p>If Providers include activity in CDS datasets that is paid for outside of National Tariff (e.g. Package of care, year of care, block etc.) or where payment is by local tariff and is pre-grouper excluded they must:</p> <ul style="list-style-type: none"> • Indicate that the activity is subject to local payment rules that required a pre-grouper exclusion by setting the last character of the COMMISSIONING SERIAL NUMBER data-field to '=' (this is the method employed by SUS+ to indicate that the cost of the activity is outside of National Tariff and is subject to a pre-grouper exclusion). The '=' sign should only be used where documented in sheets '8 Service clarification', '9 Processing and zero price' and '13a HC devices (excluded procedures)' within the Tariff Information Workbook (or for other services where locally agreed), so as to ensure that non-tariff activity subject to post-grouper exclusion is correctly identified. • Indicate the service to which the activity belongs by using the appropriate national (NCBPSxxx) code in any one of the following fields in the SUS CDS schema: Provider Reference Number, Commissioner Reference Number or NHS Service Agreement Line Number 	<p>SS</p> <p>ALL</p>
6.6	<p>In agreement with the commissioner, where the healthcare providers are able to manipulate the content of the commissioner serial number field, the field will be used to share additional information, for example Individual Funding Request or Prior Approval number. The data flow to SUS+ must include all activity for which the Provider is responsible, including services where the Provider has a 'Lead Provider' arrangement and for services that the Provider sub-contracts to another Provider (NHS or Independent). The Provider is responsible for ensuring that</p>	<p>ALL</p>

6.7	<p>Providers under 'Lead Provider' or sub-contract arrangements adhere to the format and timetable for SUS data described in this section (also see Local Requirements Reported Locally 6).</p> <p>Healthcare providers are required to access the Data Quality Maturity Index publication on the NHS Digital website (see https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/data-quality) on a monthly basis and the SUS+ interchange DQ reporting generated at the point of data submission to identify areas of poor data quality, and to correct any errors identified. This may necessitate the resubmission of data to SUS+</p>	<p>ALL</p> <p>ALL</p>
7	PATIENT LEVEL NON-SUS+ DATA FLOWS	
7.1	NHS England commissioning teams are prohibited from direct receipt of patient identifiable information (for example patient name, NHS Number etc.) except where staff are involved in the direct provision of clinical care (e.g. clinical case managers, Failsafe management and serious incident management.)	ALL
7.2	In accordance with SC28.16 all commissioned activity (reported aggregately) should be backed up with patient level information and contain a single record for each activity unit. Contract elements covered by block payments are required to supported by patient level information. The only exception to this is where the block payment relates to an infrastructure (non-activity based block).	ALL
7.3	Dealing with patient sensitive information – NHS Digital have in collaboration with stakeholder groups, agreed a revised sensitive clinical codes list. When this is published it is anticipated that further guidance will be issued.	ALL
7.4	Patient level datasets must include all activity for which the Provider is responsible, including for services where the Provider has a 'Lead Provider' arrangement and for services that the Provider sub-contracts to another Provider (NHS or Independent). The Provider is responsible for ensuring that Providers under 'Lead Provider' or sub-contract arrangements adhere to the format and timetable for patient level data described in this section.	ALL
8	REDUCING DATA BURDEN	
8.1	It is the intention of NHS England to reduce data burden for commissioned providers: removing duplicated data flows where it is possible to do so. During the course of 2020/21 NHS England direct commissioning teams supported by the CSU will work with commissioned providers to reconcile Admitted Patient Care (APC), Non-admitted patient care (NAC) and Emergency Care (ECDS) Commissioning DataSet (CDS) submitted to SUS+ with the content of the Patient Level Contract Monitoring (PLCM) at a service line level. This reconciliation process is to be used to confirm what commissioned activity can (and is) evidenced in CDS flows.	ALL
8.2		

<p>8.3</p> <p>8.4</p>	<p>Where between 95% and 100% of activity is found to match at a service line level then agreement will be sought from both commissioner and provider to cease to represent that activity in the PLCM, preferring to use the content of SUS+ as the definitive patient level data source for a named list (agreed with both parties) of commissioned services.</p> <p>The Data Co-ordination Board are expecting to mandate the flowing of Unfinished Admitted Patient Care (APC) episodes as an end of month snapshot in the coming months. Should this occur, NHS England will recommend that the local flow of long stay patient activities cease to be submitted: preferring instead to use the content of the APC CDS.</p> <p>With effect from 1st April 2020 Referral to Treatment Time (RTT) monitoring and national waiting time reporting will be altered so that healthcare providers can attribute the expected direct commissioner to waiting time reporting. Currently all direct commissioned activities are attributed to the generic X24 NHS England organisation code. Once healthcare providers are attributing the more granular commissioner codes (and ceasing to use X24) then it will be possible to utilise national RTT and waiting time submissions to monitor waiting time compliance (rather than the current local exchange of data). See Local requirements reported locally items 1,2 and 3).</p>	<p>ALL</p> <p>ALL</p> <p>SS, AF, H&J, SC</p>
<p>9</p>	<p>COUNTING, CURRENCIES AND CODING</p>	
<p>9.1</p> <p>9.2</p>	<p>Providers must comply with all national guidance relating to the reporting of healthcare activities included in but not limited to the following:</p> <ul style="list-style-type: none"> • The NHS Data Dictionary (www.datadictionary.nhs.uk) • Information Standard Notices http://content.digital.nhs.uk/isce/publication/isn • Mandatory requirement to record patients NHS Number as described in Service Conditions SC23.4. Failure to comply with SC23.4 will result in withholding payment as described in SC28.18 to SC28.23 • National clinical database protocols and standards for all national clinical databases or registries specified in the Identification Rules • NICE guidance and TA's https://www.nice.org.uk/guidance • Specialised Services clinical circulars <p>The currencies reported in each contract monitoring report supplied by the provider must mirror the detail originally provided in the Indicative Activity Plan (Schedule 2B) documentation. Where currency differences are noted these will be captured in the monthly data challenge process. Where a reported currency for a service has changed, this is required to be recorded as a contract variation so that an audit trail can be maintained.</p> <p>The provider is required to adopt best practice with regards to clinical coding and where relevant utilise additional guidance issued via Clinical Coding briefings from NHS Digital. Where this results in a change of practice advance</p>	<p>ALL</p> <p>ALL</p> <p>ALL</p> <p>SS</p> <p>ALL</p> <p>SS</p> <p>ALL</p>

9.3	notice of the change is required and maintenance of cost neutrality (in accordance with Service conditions SC28.6 to 28.15).	ALL
9.4	On an annual basis the provider is required to share a copy of the trust Clinical Coding audit report as part of the annual Counting and Coding stock take (required by the end of September).	
9.4	All healthcare providers should be working towards the mandatory adoption of the NHS Dictionary of Medicine and Devices (dm+d) and the associated SNOMED terms for the reporting of drugs and devices.	ALL
9.5	In accordance with Information Standards Notice (SCCI 0034) all secondary care health providers should have a development plan in place to secure local implementation of SNOMED CT within all electronic patient recording and communication before April 2020. Unless otherwise stated, the National Tariff Service definition of a child (<19 years) is used.	AL
10	INFORMATION GOVERNANCE AND AUDIT	
10.1	All patient identifiable information exchanged electronically must be transmitted in a safe and secure manner, to and from nhs.net accounts (via the Health and Social Care Network (HSCN)) or other NHS Digital accredited networks (see also 7.1).	ALL
10.2	The NHS England regional team may be required to release information originally supplied by providers under the Freedom of Information Act or to support Parliamentary Questions, Ombudsman enquiries etc. In responding to such requests, the NHS England regional team will adhere to patient confidentiality and will not release commercially sensitive information, as set out in General Conditions (GC21.18).	ALL
11	NATIONAL PROGRAMMES AND QUALITY DASHBOARDS	
11.1	Providers must contribute to the 'National Clinical Audit and Patient Outcomes Programmes' (NCAPOP) and to other National programmes where these are appropriate as described in Service Conditions SC26.	ALL
11.3	The Quality Dashboard should be completed on a quarterly basis in-line with the timetable.	SS
11.3.1	Details of the content of the dashboards can be found at https://www.england.nhs.uk/commissioning/spec-services/npc-crg/spec-dashboards/	SS
11.3.2	Quality Dashboard submissions in 2020/21 are via the web portal at - https://www.gst.england.nhs.uk/ Providers should complete a self-declaration via the QSI portal by the 30 th June 2020. The Quality Surveillance Team (QST) will work with the six Programmes of Care Boards to identify the priorities for quality indicator development, particularly where service specifications are introduced or revised. Where indicators have not yet been developed providers will be expected to continue to self-declare against the key requirements previously agreed by CRGs for the 2019/20 service specification compliance process. The self-declaration, annual assessment and production of service profiles underpin the service specification compliance process and signposts commissioners to where they need to work with providers to address gaps in compliance. This may require participation in the QST peer review process as requested.	SS
11.3.3		SS

12	INFORMATION SYSTEM IMPLEMENTATION	
12.1	Where a healthcare provider intends to implement any new information systems that may impact on the ability to report (e.g. Patient Administration System (PAS), Child Health Information System or contracting system during the lifetime of this contract, alternative methods of contract reporting, and billing should be agreed to allow for any down time caused by the system move. This can be documented within the DQIP.	ALL

S6A1 Appendix - Timetable for Dataflows

Unless stated elsewhere in contract documentation this appendix details the submission deadline for ALL data flows used to support the commissioning process. For the purpose of clarity this timetable relates to data flows to the Secondary Usage Service (SUS+), as well as the Aggregate Contract Monitoring (ACM) data flow, patient level drugs and devices and other patient level data flows involved in the monthly reconciliation and performance monitoring process. This document to be shown as a pdf for inclusion within the body of signed contract

S6A2 Appendix - National Audits, Registries and Datasets

Providers / clinical teams involved in the provision of specialised services are required to make regular data submissions to the following national audits, registries and datasets. The table below outlines what data is required to be input / collected by the national audit, registry or dataset and to what timescale. The table also outlines what data outputs are required to support NHS England commissioning.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Coding of Revision Surgery	<p>Provider to work with NHSE to identify and agree a transparent methodology for recording of revision surgery.</p> <p>NHSE to provide a proposal to support the coding of revision surgery.</p> <p>Provider to report utilising the agreed coding of the appropriate information</p>	Review of agreed data reporting methodology against monthly activity reports.	2022/23 Q1	In accordance with Service Conditions 28

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

1. 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 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 a 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/patientsafety/serious-incident/>
 Never Events (Policy, Framework and FAQ's): <https://www.england.nhs.uk/patientsafety/never-events/>

2. In order to simplify the process of serious incident management, two key operational changes have also been made:
 - a. Removal of grading – we found that incidents were often graded without clear rationale. This causes debate and disagreement and can ultimately lead to incidents being managed and reviewed in an inconsistent and disproportionate manner. Under the new framework serious incidents are not defined by grade - all incidents meeting the threshold of a serious incident must be investigated and reviewed according to principles set out in the Framework.
 - b. Timescale – a single timeframe (60 working days) has been agreed for the completion of investigation reports. This will allow providers and commissioners to monitor progress in a more consistent way. This also provides clarity for patients and families in relation to completion dates for investigations.
3. Serious Incidents must be declared internally as soon as possible, and immediate action must be taken to establish the facts, ensure the safety of the patient(s), other services users and staff, and to secure all relevant evidence to support further investigation. Serious Incidents should be disclosed as soon as possible to the patient, their family (including victims' families where applicable) or carers, ensuring the Duty of Candour requirements are met
<https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour#guidance>
4. The commissioner must be informed (via STEIS and/or verbally if required) of a Serious Incident within 2 working days of it being discovered. Other regulatory, statutory and advisory bodies, such as CQC, NHS England and NHS Improvement, must also be informed as appropriate without delay. The full description of action to be taken on identifying a SI is included in Section 2. Identification and immediate action
5. Provider must also inform as soon as possible NHS England and NHS Improvement Medical Director (Dr Simon Barton) and the Director of Nursing (Vince Thomas) of a Serious Incident. The notification of incident to be send to: [REDACTED], [REDACTED].
6. The recognised system-based method for conducting investigations, commonly known as Root Cause Analysis (RCA), should be applied for the investigation of Serious Incidents. This endorses three levels of investigation (for which templates and guidance are provided); 1) concise investigations -suited to less complex incidents which can be managed by individuals or a small group of individuals at a local level 2) comprehensive investigations - suited to complex issues which should be managed by a multidisciplinary team involving experts and/or specialist investigators 3)

independent investigations - suited to incidents where the integrity of the internal investigation is likely to be challenged or where it will be difficult for an organisation to conduct an objective investigation internally due to the size of organisation, or the capacity/ capability of the available individuals and/or number of organisations involved. The level of investigation should be proportionate to the individual incident. Concise and comprehensive investigations should be completed within 60 days and independent investigations should be completed within 6 months of being commissioned.

7. This information must be sent to and from a nhs.net email account, and should be emailed to the Specialised Commissioning Regions' safe haven account. **Insert Region safe haven email address: nelcsu.dsc-sclon@nhs.net**

It should be noted that the Serious Incident Framework (SIF) is currently under review by NHS Improvement. It is expected that the updated guidance is implemented with immediate effect once published.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
Patient Reported Outcome Measures (PROMs)	Development of PROMs	30th of March 2023?	Information around outcomes or quality of care delivered to NHS patients	Not applicable
RTT reporting	By the end of Q1 2022 NVH will commence RTT reporting. Due to existing backlog, Commissioner accepts that, Provider requires a reasonable bedding in period to establish the service which currently means that the Provider is unlikely to achieve the 18 week referral target for up to a period of up to four years from the Service Commencement Date	30 th June 2022	Accurate service information NHS providers and commissioners also need to use this information to identify where action is needed to reduce inappropriately long waiting times.	As outlined in schedule 4A, ref. E.B3. and E.B.S.4 Penalties will apply from Year 5 of this contract.
Quality Schedule	By the end of Q1 2022 NVH will work with NHSE to find ways to provide data submissions outlined in the Quality Schedule which minimise the burden on clinical capacity and genuinely enhance service quality. Agreed reporting on all quality requirements will commence in Q1 2022	30 th June 2022	Full compliance with Quality Schedule	Subject to GC9 (<i>Contract Management</i>) From year 2 of the contract
Service specification compliance	NHSE and Provider commit to service visit in Q1 of 2022 to establish Provider compliance with the current service specification. Provider and Commissioner will address any unmet elements of the	1) Service visit by 30 th of June 2022 2) Any unmet elements of service specification identified by both parties form Remedial Action Plan (to be implemented by 30 th of September 2022)	Full compliance with service specification	Subject to GC9 from year 2 of the contract

	service specification in year 1 of the contract			
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SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING, AND INFORMATION REQUIREMENTS

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey [Insert further description locally]	As required by National Patient Experience Survey	As required by National Patient Experience Survey	As required by National Patient Experience Survey	All
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)	As required by Staff Survey Guidance	As required by Staff Survey Guidance	As required by Staff Survey Guidance	All
Carer Survey [National Requirements]	As required by National requirements	As required by National requirements	As required by National requirements	All
Patient Environmental Survey - The provider demonstrates a robust audit process that reviews the quality of the environment, including patient (and carer) feedback aligned with the service specification on a bi-annual basis This does not include annual PLACE assessments or ligature anchor point assessments)	Biannual report	Biannual report to be discussed at Contract Monitoring meetings	NA	All

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

[NOTE: This Schedule 6F applies only where the Provider is appointed to act as a Data Processor under this Contract]

1. SCOPE

- 1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 6F.
- 1.3 This Schedule 6F applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Schedule, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.
- 2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F:
 - (a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature, scope, context and purposes of processing the data to be protected;

- (ii) likelihood and level of harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
- (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6F (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
- (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;
- (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;
- (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and
- (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

- 2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F, it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
 - (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6F);
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) becomes aware of or reasonably suspects a Data Loss Event; or
 - (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.
- 2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.
- 2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.
- 2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:
- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
 - (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.
- 2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, the Provider must:
- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Co-ordinating Commissioner;

- (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6F and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6F, containing:
- (a) the categories of processing carried out under this Schedule 6F;
 - (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
 - (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6F; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Provider must comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.
- 2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A

Data Processing Services

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – LOCAL SYSTEM PLAN OBLIGATIONS

Not applicable

SCHEDULE 9 – SYSTEM COLLABORATION AND FINANCIAL MANAGEMENT AGREEMENT

Not Applicable

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NHS Standard Contract Variation Agreement

**Contract title / ref: AX0 - New Victoria
Hospital**

CV002: Uplift to 2022/23 Contract Baseline

NHS Standard Contract Variation Agreement

First published: May 2014

Last Updated: August 2017

Prepared by: NHS Standard Contract Team
nhscb.contractshelp@nhs.net

Classification: Official

Gateway publications reference number: 05026

Proposed by: The Commissioner on behalf of NHS England

Date of Variation Agreement: 25th August 2022

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this Variation Agreement) the Parties have agreed the Variation full details of which are set out below.

Background

As per the new NHS Finance and Contracting arrangements for 2022/23, Independent Sector Providers will receive a **Pay Award uplift** of █% to the current baseline from April 2022 till March 2023.

This Contract Variation reflects changes to the Contract and schedules as outlined below backdated to 1 April 2022 and as agreed by the Parties.

Below is a breakdown of the uplift:

Provider name	NEW VICTORIA HOSPITAL	
2021.22 SLA value		█
Inflatory Growth @ █%		█
Efficiency Factor @ █%		█
Additional Tariff uplift @ █%		█
Pay Award █%		█
2022.23 SLA		█
2022.23 Monthly SLA value		█
2022.23 Grand Total		█

Amendment to Schedule 2B Indicative Activity Plan

The Schedule 2B (Indicative Activity Plan) below will supersede the previous version agreed for 2021/22.

Inpatient genital surgery as set out in the service specification will be reimbursed at locally agreed currencies and prices. The local currencies (HRGs) and maximum prices, excluding market forces factor (MFF), are set out in the Local Prices (Schedule 3A).

The following table in schedule 2B are now updated to reflect price uplift, inclusive of MFF:

Year 2 – 1 April 2022- 31 March 2023

Description	Activity (FYE) - No. of Procedures	Cost (Price x Activity)	Unit Price

Metoidoplasty Pathways	66		
Pubic Phalloplasty Pathways	10		
Pubic with Radial Artery Urethroplasty Pathways (RAU)	51		
Radial Artery Phalloplasty (RAP)	257		
Anterolateral Thigh Flap Phalloplasty (ALT)	61		
ALT with RAU	27		
	472		

Outpatient Activity

Description	Activity (FYE)	Price	Cost (Price x Activity)
1 st appointment	468		
Pre op OPA	468		
Follow up OPA	936		
Total outpatient activity:			

All follow ups and pre-op assessments will apply to each stage of the patient's multistage surgery

Patients seeing a consultant as a first outpatient may be referred to another consultant if clinically appropriate and will be charged as a follow up. This will be kept under review to ensure this practice is kept to a minimum.

Diagnostic Activity

Diagnostic activity plan is based on assumption, that 15% of patients will require diagnostic test prior surgery

Description	Activity (FYE)	Price	Cost (Price x Activity)
Ultrasound Scan with duration of less than 20 minutes, without Contrast	18		
Ultrasound Scan with duration of less than 20 minutes, with Contrast	18		
Ultrasound Scan with duration of 20 minutes and over, without Contrast	18		
Ultrasound Scan with duration of 20 minutes and over, with Contrast	18		
Total Diagnostic activity	72		

Unbundled hysterectomy activity

Background

Under current service specification for Gender Identity Services for Adults (surgical interventions) Hysterectomy (removal of uterus) and bilateral salpingo-oophorectomy (removal of ovaries and fallopian tubes) are interventions commissioned NHS England when performed by a specialist Gender Identity surgical unit simultaneously with the genital surgical interventions for the purpose of alleviation of gender dysphoria. "Stand alone" procedures are expected to take place within services commissioned by Integrated Care Systems (Clinical Commissioning Groups).

NHS England recognises, that current pathway may not be optimal for achieving best outcomes for patients requiring hysterectomy prior to phalloplasty and agreed for New Victoria Hospital to perform **120 hysterectomies as a stand-alone procedure on interim basis** until further review of the pathway takes place.

Finance arrangements

Hysterectomy procedures will be reimbursed on cost per case basis at the fixed local price of [REDACTED] **inclusive of MFF**. The fixed local price is subject to change until such time that the national team complete their review.

Tariffs for pre-op assessment, first and follow up appointments are as set out in Schedule 2B of this contract variation

Ultrasound scan will be reimbursed at the fixed price of [REDACTED] +MFF

The table below outlines indicative activity plan for the delivery of hysterectomy procedures unbundled from the masculinising gender surgery services.

Description	Activity (FYE) - No. of Procedures	Price	Cost (Price x Activity)
1 st appointment	120	[REDACTED]	[REDACTED]
Pre-OP OPA	120	[REDACTED]	[REDACTED]
Ultrasound Scan	120	[REDACTED]	[REDACTED]
Hysterectomy Surgery	120	[REDACTED]	[REDACTED]
Follow up OPA	240	[REDACTED]	[REDACTED]
Pre OP Appointment	120	[REDACTED]	[REDACTED]
Pre-OP OPA	120	[REDACTED]	[REDACTED]
Stage 2 Surgery	120	[REDACTED]	[REDACTED]
Follow up OPA	240	[REDACTED]	[REDACTED]
Grand total:	1,320		
Total (excl Additional Cost Hysterectomy - Block (120 patients))			[REDACTED]
Additional Cost Hysterectomy - Block (120 patients)			[REDACTED]
Rounding to match contract value			[REDACTED]
Grand Total (incl Additional Cost Hysterectomy - Block (120 patients))			[REDACTED]
Total year 2 Prosthetics Costs included to the contract value outlined above			[REDACTED]

All activity is to be reported using the national specialised service code:
NCBPS42B - Gender Dysphoria: Genital Surgery (Trans Masculine)

Amendment to Schedule 3A, Local Prices

Pathway	HRG	Procedure Description	Tariff excl. MFF
Metoidoplasty Pathways	GI01	Preparation for metoidoplasty	█
	GI05	Metoidoplasty	█
	GI05 + GI11	Metoidoplasty + LapHyst + Vaginectomy	█
	GI05 + GI11	Metoidoplasty + Lap Hyst	█
	GI05	Metoidoplasty + Vaginectomy	█
	GI17	Implantation or revision of testicular prosthesis	█
Pubic Phalloplasty Pathways	GI02	Preparation for phalloplasty	█
	GI06	Pubic Phalloplasty	█
	GI14	Glans Sculpting	█
	GI18 + GI11	Glans + Lap Hyst + Vaginectomy	█
	GI14 + GI11	Glans + Lap Hyst	█
	GI18	Glans + Vaginectomy	█
Pubic with Radial Artery Urethroplasty Pathways (RAU)	GI02	Preparation for phalloplasty	█
	GI06	Pubic Phalloplasty	█
	GI10	RAU	█
	GI18	Join-up + Glans	█
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	█
	GI18 + GI11	Join-up + Glans + Lap Hyst	█
	GI18	Join-up + Glans + Vaginectomy	█
	GI12	Implantation of penile prosthesis	█
Radial Artery Phalloplasty (RAP)	GI02	Preparation for phalloplasty	█
	GI07	Radial Artery Phalloplasty	█
	GI18	Join-up + Glans	█
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	█
	GI18 + GI11	Join-up + Glans + Lap Hyst	█
	GI18	Join-up + Glans + Vaginectomy	█

Classification: Official

	GI12	Implantation of penile prosthesis	████
Anterolateral Thigh Flap Phalloplasty (ALT)	GI02	Preparation for phalloplasty	████
	GI08	Anterolateral Thigh Flap Phalloplasty	████
	GI18	Join-up + Glans	████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	████
	GI18 + GI11	Join-up + Glans + Lap Hyst	████
	GI18	Join-up + Glans + Vaginectomy	████
	GI12	Implantation of penile prosthesis	████
ALT with RAU	GI02	Preparation for phalloplasty	████
	GI08	Anterolateral Thigh Flap Phalloplasty	████
	GI10	RAU	████
	GI18	Join-up + Glans	████
	GI18 + GI11	Join-up + Glans + Lap Hyst + Vaginectomy	████
	GI18 + GI11	Join-up + Glans + Lap Hyst	████
	GI18	Join-up + Glans + Vaginectomy	████
	GI12	Implantation of penile prosthesis	████

Amendment to Schedule 3F, Expected Annual Contract Values

Commissioner: NHS England	Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required)
1 Apr 2022 - 31 Mar 2023*	████
1 Apr 2023 - 31 Mar 2024	████
1 Apr 2024 - 31 Mar 2025	████
1 Apr 2025 - 31 Mar 2026	████
1 Apr 2026 - 30 Nov 2026 (8 months)	████
Total (Period from April 2022 to November 2026 inclusive)	████

*note - Expected Annual Contract Value (EACV) on assumption of stand-alone hysterectomy pathway for 120 patients. EACV will be updated in each new financial year until further review of the pathway takes place.

The Variation is reflected in the revised Particulars and/or Service Conditions bearing the contract reference and variation number set out above for which the Provider bid and the Parties agree that the Contract is varied accordingly.

2. The Variation takes effect on 1st of April 2022
3. The Co-ordinating Commissioner is authorised by all Commissioners to sign this Agreement on their behalf.

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

Signed by	Janet Meek
for and on behalf of THE CO-ORDINATING COMMISSIONER*	
Signature	
Title	Director of Commissioning, NHS England and NHS Improvement, London Region
Date	

Signed by	Richard Jeffery
for and on behalf of THE CO-ORDINATING COMMISSIONER*	
Signature	
Title	Director of Commissioning Finance, NHS England and NHS Improvement, London Region
Date	

Signed by	[REDACTED]
for and on behalf of	New Victoria Hospital
Signature	
Title	Chief Executive Officer
Date	