



NHS Standard Contract 2015/16

Particulars

Draft for consultation

December 2014

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Draft for consultation

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This is a draft version of the NHS Standard Contract 2015/16 which has been published for consultation. Red text indicates where a significant change has been made from the 2014/15 Contract. The separate consultation document, available at <http://www.england.nhs.uk/nhs-standard-contract/>, highlights the main changes proposed and asks for feedback on these. We have also included a number of consultation notes on more technical issues within the draft Contract itself (also in red text), and we would welcome feedback on these also.

Gateway approval reference number: 02410
Document Classification: Official

Contract Reference	
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DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] Years/Months [Subject to extension in accordance with Schedule 1C]
COMMISSIONERS	[] CCG (ODS []) [] CCG (ODS []) [] CCG (ODS []) [NHS England] [Local Authority]
CO-ORDINATING Commissioner	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

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CONTRACT

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

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

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

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

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for**

.....
Title

and on behalf of

[INSERT COMMISSIONER NAME]

.....
Date

**[INSERT AS ABOVE FOR
EACH COMMISSIONER]**

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for**

.....
Title

and on behalf of

[INSERT PROVIDER NAME]

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	[] years/months commencing on the Effective Date
Option to extend Contract Term	YES/NO By [] months/years
Expiry Date	[]
Commissioner Notice Period (for termination under GC 17.2)	[12 months/6 months/3 months]
Commissioner Earliest Termination Date	[12 months after the Service Commencement Date]
Provider Notice Period (for termination under GC17.3)	[12 months/6 months/3 months]
Provider Earliest Termination Date	[12 months after the Service Commencement Date]

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

PAYMENT	
National Prices	[List Services to which National Prices apply, by Specification No., where applicable]
Small Provider	YES/NO
Expected Annual Contract Value Agreed	YES/NO
SUS applies	YES/NO

QUALITY	
Provider type	NHS Foundation Trust/NHS Trust Other
Clostridium Difficile Baseline Threshold (Acute Services only)	[] or Nil or Not applicable

GOVERNANCE AND REGULATORY	
Nominated Mediation Body	CEDR/Other – []
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Mental Capacity and	[]

Deprivation of Liberty Lead	Email: [] Tel: []
Provider's Prevent Lead	[] Email: [] Tel: []

CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: [] Address: [] Email: [] Commissioner: [] Address: [] Email: [] [INSERT AS ABOVE FOR EACH COMMISSIONER] Provider: [] Address: [] Email: []
Frequency of Review Meetings	Ad hoc/Monthly/Quarterly/Six Monthly
Commissioner Representative(s)	[] Address: [] Email: [] Tel: []
Provider Representative	[] Address: [] Email: [] Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)
3. Evidence of Monitor's Licence in respect of Provider and Material Sub-Contractors (where required)
4. [Copies of all Mandatory Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner]
5. [Copies of all Permitted Material Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner]
6. [A copy of the/each Direction Letter]
7. [Insert text locally as required]

The Provider must complete the following actions:

[Insert text locally as required]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
Insert text locally or state Not Applicable		

Draft

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by [] months/year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 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.

Or

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

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

All subheadings for local determination and agreement

Service Specification No.	
Service	
Commissioner Lead	
Provider Lead	
Period	
Date of Review	

1. Population Needs		
1.1	National/local context and evidence base	
2. Outcomes		
2.1	<u>NHS Outcomes Framework Domains & Indicators</u>	
	Domain 1	Preventing people from dying prematurely
	Domain 2	Enhancing quality of life for people with long-term conditions
	Domain 3	Helping people to recover from episodes of ill-health or following injury
	Domain 4	Ensuring people have a positive experience of care
	Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm
2.2	Local defined outcomes	
3. Scope		
3.1	Aims and objectives of service	
3.2	Service description/care pathway	
3.3	Population covered	

3.4	Any acceptance and exclusion criteria and thresholds
3.5	Interdependence with other services/providers
4.	Applicable Service Standards
4.1	Applicable national standards (eg NICE)
4.2	Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)
4.3	Applicable local standards
5.	Applicable quality requirements and CQUIN goals
5.1	Applicable Quality Requirements (See Schedule 4A-D)
5.2	Applicable CQUIN goals (See Schedule 4E)
6.	Location of Provider Premises
	The Provider's Premises are located at:
7.	Individual Service User Placement

SCHEDULE 2 – THE SERVICES

A1. Specialised Services – Derogations from National Service Specifications

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Insert text locally or state Not Applicable		

Draft

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

Insert text locally or state Not Applicable

Draft

SCHEDULE 2 – THE SERVICES

J. Social Care Provisions

Insert text locally or state Not Applicable

Consultation note

We believe that we could simplify the Contract by removing the Schedule for Social Care Provisions, with any documentation required on these included instead within Schedule 5A, (Documents Relied On). We would welcome views on this.

SCHEDULE 2 – THE SERVICES

K. Transfer of and Discharge from Care Protocols

Insert text locally

Draft

SCHEDULE 2 – THE SERVICES

L. Safeguarding Policies and MCA Policies

Insert text locally

Draft

SCHEDULE 2 – THE SERVICES

M. Provisions Applicable to Primary Care Services

Insert text locally or state Not Applicable

Consultation note

This optional new Schedule will be available for use where the parties intend to contract for integrated primary and secondary care services. The Schedule will allow the insertion of national template provisions which will render the Contract compliant with APMS regulations, thus enabling it to be used for a combination of primary care and secondary care services, for example, where an integrated NHS 111 and primary medical OOH service is being commissioned. The Schedule will be available when the final Contract is published.

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: <http://www.monitor.gov.uk/locallydeterminedprices>) 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 any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).*

Insert template in respect of any departure from an applicable national currency; insert text and/or attach spreadsheets or documents locally – or state Not Applicable

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 Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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

Draft

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 Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>). For each Local Modification application granted by Monitor, copy or attach the decision notice published by Monitor. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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

Draft

SCHEDULE 3 – PAYMENT

D. Marginal Rate Emergency Rule: Agreed Baseline Value

In line with the requirements set out in the National Tariff Guidance, insert text and/or attach spreadsheets or documents locally – or state Not Applicable

Draft

SCHEDULE 3 – PAYMENT

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

In line with the requirements set out in the National Tariff Guidance, insert text and/or attach spreadsheets or documents locally – or state Not Applicable

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SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Commissioner	Expected Annual Contract Value <i>(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4E, as required under SC38.2.)</i>
Insert text and/or attach spreadsheets or documents locally	
Total	

Draft

SCHEDULE 3 – PAYMENT

G. Notices to Aggregate / Disaggregate Payments

Insert text locally as and when required or state Not Applicable

Draft

SCHEDULE 3 – PAYMENT

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

Insert text and/or attach spreadsheets or documents locally – or state Not Applicable

Draft

SCHEDULE 3 – PAYMENT

I. **Stated Base Value for Gain and Loss Sharing Arrangement for Acute Specialised Services**

In line with the requirements set out in the National Tariff, insert text and/or attach spreadsheets or documents locally – or state Not Applicable

Draft

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	RTT waiting times for non-urgent consultant-led treatment					
E.B.1	Percentage of admitted Service Users starting treatment within a maximum of 18 weeks from Referral	Operating standard of 90% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £500 in respect of each excess breach above that threshold	Monthly	Services to which 18 Weeks applies
E.B.2	Percentage of non-admitted Service Users starting treatment within a maximum of 18 weeks from Referral	Operating standard of 95% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £125 in respect of each excess breach above that threshold	Monthly	Services to which 18 Weeks applies
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £125 in respect of each excess breach	Monthly	Services to which 18 Weeks applies

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Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
				above that threshold		
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test	Operating standard of >99%	Review of monthly Service Quality Performance Report	Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Monthly	A C CR D S
	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%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £150 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U

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Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	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%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for	Operating standard of 94%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance	Quarterly	A CR R

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

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Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
E.B.14	Percentage of Service Users waiting no more than 62 days for first definitive treatment following a consultant's decision to upgrade the priority of the Service User (all cancers)	[Insert as per local determination]	Review of monthly Service Quality Performance Report	[Insert as per local determination]	Quarterly	A CR R
	Category A ambulance calls					
E.B.15.i	Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes	Operating standard of 75%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums	Monthly withholding, annual reconciliation	AM

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

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Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
			Schedule 6C in accordance with the Professional Letter			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 to be funded at the time and hospital of the Service User's choice	Number of Service Users who are not offered another binding date within 28 days >0	Review of monthly Service Quality Performance Report	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR S
	Mental health					
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care	Operating standard of 95%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	MH MHSS

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.A.S.4	Zero tolerance MRSA	>0	Review of monthly Service Quality Performance Report	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile	[Insert Baseline Threshold identified for Provider]	Review of monthly Service Quality Performance Report	As set out in Schedule 4G, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	Review of monthly Service Quality Performance Report	£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 30 minutes	>0	Review of monthly Service Quality Performance Report	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

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	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.S.7b	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes	>0	Review of monthly Service Quality Performance Report	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes	>0	Review of monthly Service Quality Performance Report	£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	Review of monthly Service Quality Performance Report	£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month	Monthly	AM
E.B.S.5	Trolley waits in A&E not longer than 12 hours	>0	Review of monthly Service Quality Performance Report	£1,000 per incidence in the relevant month	Monthly	A+E
E.B.S.6	No urgent operation should be cancelled for a second time	>0	Review of monthly Service Quality Performance Report	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all	95%	Review of monthly Service	Where the number of	Monthly	A

2015/16 NHS STANDARD CONTRACT PARTICULARS
Draft for consultation December 2014

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance		Quality Performance Report	breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold		
	Publication of Formulary	Continuing failure to publish	Publication on Provider's website	Withholding of up to 1% of the Actual Monthly Value per month until publication	Monthly	A MH MHSS CR R
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with SC35	[Insert as per local determination]	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
	Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A MH MHSS

2015/16 NHS STANDARD CONTRACT PARTICULARS
Draft for consultation December 2014

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	95%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A&E
	Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
	Consistency between weekly 18-weeks PTL return and monthly RTT return (precise definition of standard to be confirmed)	[Operating standard to be confirmed]	Review of monthly Service Quality Performance Reports	[Financial consequence to be confirmed]	Monthly	A

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

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

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Never Events

Never Event Breach	Threshold	Method of Measurement	Never Event consequence (per occurrence)	Applicable Service Category

Consultation note

NHS England is currently consulting separately on a revised Never Events Policy Framework, with potential for changes both to the list of Never Events and to the way in which financial sanctions for Never Events operate within the Contract. We will consider the feedback received as part of the consultation process and publish any revised contract wording in the final Contract in December.

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Schemes

Insert completed CQUIN template spreadsheet(s) or state Not Applicable

CQUIN Table 2: CQUIN Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance

SCHEDULE 4 – QUALITY REQUIREMENTS

F. Local Incentive Scheme

Insert text locally or state Not Applicable

Draft

SCHEDULE 4 – QUALITY REQUIREMENTS

G. Clostridium difficile

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

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

$$Y = 0$$

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

where:

- A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year
- B = the Baseline Threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance)
- C = $\frac{\text{no. of inpatient bed days in respect of Service Users in the Contract Year}}{\text{no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year}}$

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

Clostridium difficile adjustment: Other Providers (Acute Services only)

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

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

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

Consultation note

NHS England will publish separate guidance for 2015/16 on the setting of provider-level targets for C difficile, and the operation of associated financial sanctions, in due course.

[SCHEDULE 4 – QUALITY REQUIREMENTS

H. Sanction Variations]

Consultation note – Sanction Variations

Removed – see consultation document.

Draft

SCHEDULE 4 – QUALITY REQUIREMENTS

I. CQUIN Variations

Insert completed template (available via CQUIN Guidance); insert any additional text and/or attach spreadsheets or documents locally - or state Not Applicable

Draft

SCHEDULE 5 - GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

SCHEDULE 5 - GOVERNANCE

B1. Provider's Mandatory Material Sub-Contracts

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
Insert text locally or state Not Applicable			

Draft

SCHEDULE 5 - GOVERNANCE

B2. Provider's Permitted Material Sub-Contracts

Permitted Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
Insert text locally or state Not Applicable			

Draft

SCHEDULE 5 - GOVERNANCE

C. IPR

Commissioner IPR

Commissioner	Document/Data/Process
Insert text locally or state Not Applicable	

Provider IPR

Provider/Sub-Contractor	Document/Data/Process
Insert text locally or state Not Applicable	

SCHEDULE 5 - GOVERNANCE

D. Commissioner Roles and Responsibilities

Co-ordinating Commissioner	Role/Responsibility
Insert text locally	

Consultation note

This Schedule would only be required where multiple commissioners are party to a contract and where, under their Collaborative Commissioning Agreement, they have agreed that different commissioners will act as Co-ordinating Commissioner in respect of the different specific duties of the role of Co-ordinating Commissioner. Our understanding is that this situation is extremely unlikely to arise in practice, and we are therefore minded to simplify the Contract by deleting this Schedule. We would welcome views on this.

SCHEDULE 5 - GOVERNANCE

E. Partnership Agreements

To which the Provider is a party:

Date	Parties	Description
Insert text locally or state Not Applicable		

To which a Commissioner is a party:

Date	Parties	Description
Insert text locally or state Not Applicable		

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Recorded Variations

Variation Number	Description of Variation	Date of Variation Proposal	Party proposing the Variation	Date of Variation Agreement

Draft

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

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

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the list of omnibus, secure electronic file transfer data collections and ROCR schedule of approved collections published on the HSCIC website to be found at https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R* where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. Patient Reported Outcome Measures (PROMS)	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally*				
1. Activity and Finance Report	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates, consistent with data submitted to SUS, where applicable	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events, including, without limitation:	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	

	<p>a. details of any thresholds that have been breached and any Never Events 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. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<i>Venous Thromboembolism</i>)</p> <p>e. report on performance against the HCAI Reduction Plan</p>				<p>All</p> <p>All</p> <p>All</p> <p>A</p> <p>A</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	[For local agreement]	[For local agreement]	[For local agreement]	All
4.	<p>NHS Safety Thermometer Report, detailing and analysing:</p> <p>a. data collected in relation to each relevant NHS Safety Thermometer;</p> <p>b. trends and progress;</p> <p>c. actions to be taken to improve performance.</p>	[Monthly, or as agreed locally]	[For local agreement], according to published NHS Safety Thermometer reporting routes	[For local agreement], according to published NHS Safety Thermometer reporting routes	All (not AM, Ph, D, 111, PT)
5.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	All
6.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7.	Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	CR R
8.	Summary report of all incidents requiring reporting	Monthly	[For local agreement]	[For local agreement]	All

9.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
10.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres, and from ambulance services paramedics (where the casualties do not require A&E department, urgent care and walk-in centre attendance), to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Initial Standard Specification https://www.gov.uk/government/news/aes-and-police-to-share-information-to-help-tackle-violence)	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E AM U
11.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.3 (<i>Staff</i>)	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	All
12.	Report on compliance with National Workforce Race Equality Standard	Annually	[For local agreement]	[For local agreement]	All
13.	Specific reports required by NHS England in relation to specialised services as set out at http://www.england.nhs.uk/nhs-standard-contract/	As set out at http://www.england.nhs.uk/nhs-standard-contract/	As set out at http://www.england.nhs.uk/nhs-standard-contract/	As set out at http://www.england.nhs.uk/nhs-standard-contract/	Specialised Services
Local Requirements Reported Locally					
Insert as agreed locally					

Consultation notes

We have proposed slight changes above to reporting requirements on i) activity and finance and ii) service quality and performance.

We think it is reasonable that the Provider should submit a Finance and Activity Report monthly (this was previously just a Monthly Activity Report). We also feel we should set a normal timescale for this report and propose that it should be within 15 Operational Days of the month end; this would be consistent with the timescale for the financial reconciliation account which the Provider must submit under SC36.

We propose to change the timescale for submission of the Service Quality Performance Report so that it is required within 15 Operational Days of the month end, rather than 10 in the 2014/15 Contract.

We would welcome views on these changes.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B Reporting Requirements (Small Providers only)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the list of omnibus, secure electronic file transfer data collections and ROCR schedule of approved collections published on the HSCIC website to be found at https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R* where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	Small Providers
National Requirements Reported Locally*				
1. Activity and Finance Report	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]	Small Providers
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements and Never Events	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]	Small Providers
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]	Small Providers
4. Complaints monitoring report, setting out	[For local agreement, not	[For local agreement]	[For local agreement]	Small

numbers of complaints received and including analysis of key themes in content of complaints	less than annually]			Providers
5. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	Small Providers
6. Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]	Small Providers
7. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	Small Providers
8. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.3 (<i>Staff</i>)	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	[For local agreement]	[For local agreement]	Small Providers
Local Requirements Reported Locally				
Insert as agreed locally				

Consultation note

We have proposed above that we create greater flexibility in relation to the agreement of proportionate reporting requirements for Small Providers. We would welcome views on this proposed change.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Data Quality Improvement Plan

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Insert text locally				

Draft

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Incidents Requiring Reporting Procedure

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

Insert text locally

Draft

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Service Development and Improvement Plan

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
Insert text locally				[Subject to GC9 (<i>Contract Management</i>)] or [locally agreed]

Draft

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Surveys

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

SCHEDULE 7 – PENSIONS

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

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