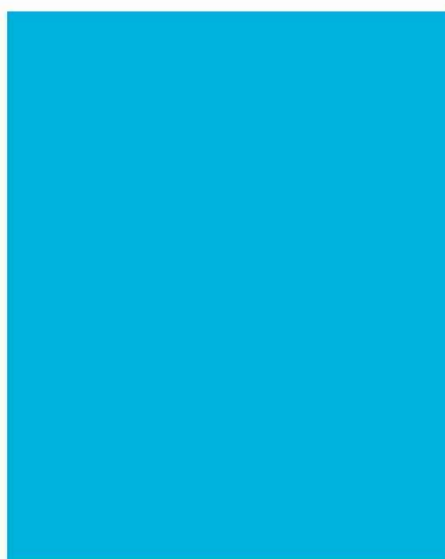


NHS Standard Contract 2013/14

Service Conditions



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First published: 4 February 2013

Updated: 18 February 2013

**Prepared by the NHS Standard Contracts Team
on behalf of the NHS Commissioning Board**

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Contract Reference	
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SERVICE CONDITIONS

Conditions will apply to all or only some Service categories, as indicated in the right column using the following abbreviations:

All Services	All
Accident and Emergency	A+E
Acute	A
Ambulance	AM
Cancer Services	CR
Care Home	CH
Community Services	C
Mental Health and Learning Disability Services	MH
Mental Health Secure Services	MHSS
Patient Transport	PT
Primary Care Services (not commissioned under primary care contracts)	PC
Radiotherapy	R
Substance Misuse	SM
Surgical Services	S
Termination of Pregnancy	TP

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PROVISION OF SERVICES		
SC1 Compliance with the Law		
1.1 The Provider must provide the Services and perform all of its obligations under this Contract in accordance with:		All
1.1.1 the terms of this Contract; and		
1.1.2 the Law; and		
1.1.3 Good Practice.		
1.2 The Commissioners must perform all of their obligations under this Contract in accordance with:		All
1.2.1 the terms of this Contract; and		
1.2.2 the Law; and		
1.2.3 Good Practice.		
1.3 The Parties must have regard to and promote awareness of the NHS Constitution.		All
SC2 Regulatory Requirements		
2.1 The Provider must:		All
2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body;		
2.1.2 respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body;		
2.1.3 comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;		
2.1.4 consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report;		
2.1.5 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider;		

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<p>2.1.6 comply with the recommendations from time to time contained in guidance and appraisals issued by NICE;</p> <p>2.1.7 respond to any reports and recommendations made by Local Healthwatch; and</p> <p>2.1.8 meet its obligations under Law in relation to the production and publication of Quality Accounts.</p>	
<p>sc3 Service Standards</p> <p>3.1 The Provider must:</p> <p>3.1.1 meet the Local Quality Requirements and the National Quality Requirements;</p> <p>3.1.2 meet the Operational Standards;</p> <p>3.1.3 ensure that Never Events do not occur; and</p> <p>3.1.4 meet the applicable national standards and outcomes measures from time to time set out in Guidance.</p> <p>3.2A A failure by the Provider to comply with Service Condition 3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.</p> <p>3.2B A failure by the Provider to comply with Service Condition 3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals, which will include activity due to an increased use of 999 or any other emergency telephone numbers.</p> <p>3.3 If the Provider does not comply with Service Condition 3.1, the Co-ordinating Commissioner may, without affecting any other rights that it or any Commissioner may have under this Contract:</p> <p>3.3.1 issue a Contract Query under General Condition 9.4 (<i>Contract Management</i>) in relation to the breach, failure or Never Event occurrence; and/or</p> <p>3.3.2 take action to remove any Service User affected from the Provider's care; and/or</p> <p>3.3.3 if it reasonably considers that there may be further non-compliance of that nature in relation to other Service Users, take action to remove those Service Users from the Provider's care.</p> <p>3.4 The Provider must co-operate fully with the Responsible Commissioner and the original Referrer in any re-referral of the Service User to another provider (including providing Service User Health Records, other information relating to the Service User's Package of Care and clinical opinion if reasonably requested). Any failure to do so will constitute a material breach of this Contract.</p>	<p>All</p> <p>All except AM</p> <p>AM</p> <p>All</p> <p>All</p>

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<p>3.5 If a Service User is admitted for acute Elective Care services and the Provider cancels that Service User's operation after admission for non-clinical reasons, the terms of the NHS Constitution Handbook cancelled operations pledge will apply.</p>	A
<p>SC4 Co-operation</p> <p>4.1 The Parties must at all times act in good faith towards each other.</p> <p>4.2 The Parties must co-operate in accordance with the Law and Good Practice to facilitate the delivery of the Services in accordance with this Contract, having regard at all times to the welfare and rights of Service Users.</p> <p>4.3 The Provider must co-operate fully and liaise appropriately with:</p> <p style="padding-left: 20px;">4.3.1 the Commissioners;</p> <p style="padding-left: 20px;">4.3.2 any third party provider from whose care a Service User may be transferred to the Provider;</p> <p style="padding-left: 20px;">4.3.3 any third party provider to whose care the Provider may transfer or discharge the Service User;</p> <p style="padding-left: 20px;">4.3.4 any third party provider providing care to the Service User at the same time as the Provider's provision of the Services to the Service User; and</p> <p style="padding-left: 20px;">4.3.5 primary and social care services,</p> <p>in order to:</p> <p style="padding-left: 20px;">4.3.6 ensure that a consistently high standard of care for the Service User is maintained at all times;</p> <p style="padding-left: 20px;">4.3.7 ensure that a co-ordinated approach is taken to promoting the quality of care for the Service User across all Pathways spanning more than one provider;</p> <p style="padding-left: 20px;">4.3.8 achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, the Service User, employees of the Commissioners or members of the public.</p> <p>4.4 The Provider must ensure that its provision of any activity to any third party does not hinder or adversely affect its delivery of the Services or its performance of this Contract.</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p>
<p>SC5 Commissioner Requested Services/Essential Services</p> <p>5.1 The Provider must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, the Commissioner Requested Services or the Essential Services.</p>	All Yes/No

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<p>5.2 The Provider must have and at all times maintain an up-to-date CRS Continuity Plan or Essential Services Continuity Plan. The Provider must provide a copy of any updated CRS Continuity Plan or Essential Services Continuity Plan to the Co-ordinating Commissioner within 5 Operational Days following any update.</p>	<p>All Yes/No</p>
<p>5.3 The Provider must, in consultation with the Co-ordinating Commissioner, implement the CRS Continuity Plan or the Essential Services Continuity Plan as required:</p> <p>5.3.1 if there is any interruption to the Provider's ability to provide the Commissioner Requested Services or the Essential Services as appropriate;</p> <p>5.3.2 if there is any partial or entire suspension of the Commissioner Requested Services or Essential Services as appropriate; or</p> <p>5.3.3 on expiry or early termination of this Contract or of any Service for any reason (and this obligation will apply both before and after expiry or termination).</p>	<p>All Yes/No</p>
<p>sc6 Service User Booking and Choice and Referrals</p>	
<p>6.1 The Parties must comply with Patient Choice Guidance, Choice Guidance and Choose and Book Guidance. The Provider must take any necessary actions reasonably required by the Co-ordinating Commissioner relating to Patient Choice Guidance, Choice Guidance and Choose and Book Guidance.</p>	<p>All except MHSS</p>
<p>6.2 The Provider must describe and publish all relevant Services (as set out in Choose and Book Guidance) in Choose and Book, through a Directory of Service. In relation to those Services:</p> <p>6.2.1 the Provider must ensure that all Services are Directly Bookable as set out in Choose and Book Guidance;</p> <p>6.2.2 the Provider must make specified information available to prospective Service Users through the NHS Choices Website, and must in particular use NHS Choices to promote awareness of the Services among the communities it serves, ensuring the information provided is accurate, up-to-date, and complies with the provider profile policy set out at www.nhs.uk (or any replacement website as is made available from time to time);</p> <p>6.2.3 the Commissioners must use their best endeavours to ensure that all Referrals are made through the Choose and Book system; and</p> <p>6.2.4 the Provider must offer clinical advice and guidance to GPs on potential Referrals through Choose and Book, whether this leads to a Referral being made or not.</p>	<p>A, MH, C</p>

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<p>SC7 Withholding and/or Discontinuation of Service</p> <p>Rejection of Referral</p> <p>7.1 The Provider must accept any Referral of a Service User however it is made, unless permitted to reject the Referral under this Service Condition 7.</p> <p>7.2 The Provider may reject a Referral on the grounds:</p> <p style="padding-left: 20px;">7.2.1 of any service limitations in the Service Specifications set out in Schedule 2 Part A (<i>Service Specifications</i>); or</p> <p style="padding-left: 20px;">7.2.2 of the location of the Referrer; or</p> <p style="padding-left: 20px;">7.2.3 that a Prior Approval request made by the Provider under the Prior Approval Scheme has been rejected by the Commissioner,</p> <p>unless prohibited from doing so under Patient Choice Guidance or Choice Guidance.</p> <p>7.3 The Provider may not reject a Referral in relation to emergency response ambulance services on the grounds of the location of the Referrer.</p> <p>Withholding and/or Discontinuation of Service</p> <p>7.4 Nothing in this Service Condition 7 allows the Provider not to provide or to stop providing a Service if that would be contrary to the Law.</p> <p>7.5 The Provider will not be required to provide or to continue to provide Service to a Service User:</p> <p style="padding-left: 20px;">7.5.1 who in the Provider's reasonable professional opinion is unsuitable to receive the relevant Service, for as long as they remain unsuitable;</p> <p style="padding-left: 20px;">7.5.2 in respect of whom no valid consent (where required) has been given in accordance with the Service User Consent Policy;</p> <p style="padding-left: 20px;">7.5.3 who displays abusive, violent or threatening behavior unacceptable to the Provider acting reasonably and taking into account the mental health of that Service User;</p> <p style="padding-left: 20px;">7.5.4 in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or</p> <p style="padding-left: 20px;">7.5.5 where expressly instructed not to do so by an emergency service provider who has authority to give that instruction, for as long as that instruction applies.</p> <p>7.6 If the Provider proposes not to provide or to stop providing a Service to any Service User under Service Condition 7.5:</p>	<p>All</p> <p>All</p> <p>AM</p> <p>All</p> <p>All</p> <p>All</p>
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<p>7.6.1 where reasonably possible, the Provider must explain to the Service User, Carer or Legal Guardian (as appropriate), taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Operational Days);</p> <p>7.6.2 the Provider must tell the Service User, Carer or Legal Guardian (as appropriate) that he has the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so;</p> <p>7.6.3 wherever possible, the Provider must inform the relevant Referrer (and if the Service User's GP is not the relevant Referrer, subject to obtaining consent in accordance with Law and Guidance, the Service User's GP) in writing without delay before taking the relevant action; and</p> <p>7.6.4 the Provider must liaise with the Responsible Commissioner and the relevant Referrer to seek to maintain or restore the provision of the relevant care to the Service User in a way that minimises any disruption to the Service User's care and risk to the Service User.</p>	
<p>7.7A If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under Service Condition 11 (<i>Transfer of and Discharge from Care Obligations</i>)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.</p>	<p>All except AM, MHHS</p>
<p>7.7B If the Provider, the Responsible Commissioner and the emergency incident coordinator having primacy of the relevant incident cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under Service Condition 11 (<i>Transfer of and Discharge from Care Obligations</i>)) notify the Responsible Commissioner (and where applicable the Referrer) that it will not provide or will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer as soon as reasonably practicable to procure alternative services for that Service User.</p>	<p>AM</p>
<p>7.7C If the Provider, the Responsible Commissioner and the Referrer cannot agree on the continued provision of the relevant Service to a Service User, the Provider must (subject to any requirements under Service Condition 11 (<i>Transfer of and Discharge from Care Obligations</i>)) give the Responsible Commissioner (and where applicable the Referrer) not less than 28 days' notice that will stop providing the Service to that Service User. The Responsible Commissioner must then liaise with the Referrer to procure alternative services for that Service User.</p>	<p>MHSS</p>
<p>7.8 If the Provider stops providing a Service to a Service User under Service Condition 7.5 and the Provider has complied with Service Condition 7.6, the Responsible Commissioner must pay the Provider in accordance with Service Condition 36 (<i>Payment Terms</i>) for the Service provided to that Service User before the discontinuance.</p>	<p>All</p>

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7.9 Unless a relevant Prior Approval Scheme applies, the Provider must not carry out, nor refer to another provider to carry out, any non-urgent or routine physical treatment and/or care that is unrelated to a Service User's original Referral or presentation without first consulting the Service User's GP.	All
SC8 Unmet Needs	
8.1 Each Party has a responsibility to ensure that the health (including primary and specialised health) and/or social care needs of each Service User are met.	All
8.2 If the Provider believes that a Service User or a group of Service Users may have an unmet health or social care need, it must notify the Responsible Commissioner accordingly. The Responsible Commissioner will be responsible for making an assessment to determine any steps required to be taken to meet those needs.	All
8.3 If the Provider considers that a Service User has an urgent need for care which is outside the scope of the Services, it must notify the Referrer without delay and must co-operate with the Referrer to secure the provision to the Service User of the relevant care, acting at all times in the best interests of the Service User.	All
8.4 The provisions of Schedule 2 Part J (<i>Social Care Provisions</i>) will apply in relation to social care services to be provided under this Contract.	CH
SC9 Consent	
9.1 The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.	All
SC10 Care Planning	
10.1 The Provider must share decision-making in the development of each Care Plan with the relevant Service User, Carer and Legal Guardian (as appropriate to the Service User). The Provider must provide the Service User with a copy of their Care Plan.	All
10.2 The Provider must prepare, evaluate, review and audit each Care Plan on an on-going basis. Any review must involve the Service User, Carer and Legal Guardian (as appropriate to the Service User).	All
10.3 The Provider must deliver the relevant Services to each Service User in accordance with their Care Plan.	All
10.4 Where appropriate the Provider must comply with the Care Programme Approach in providing the Services.	CH, MH, MHHS

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SC11 Transfer of and Discharge from Care Obligations	
11.1 The Provider must comply with:	
11.1.1 the Transfer of and Discharge from Care Protocols;	All
11.1.2 the 1983 Act;	MH, MHSS, CH
11.1.3 the 1983 Act Code (including, following all procedures specified by or established as a result of the 1983 Act Code); and	MH, MHSS, CH
11.1.4 Transfer and Discharge Guidance.	All
11.2 The Provider must not transfer and/or discharge a Service User if transfer and/or discharge would not be in accordance with:	All
11.2.1 Good Practice; and	
11.2.2 the Law.	
11.3 The Provider must use its best efforts to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	All
11.4 Before the transfer of a Service User to another Service under this Contract and/or before the transfer and/or discharge of a Service User to the care of a third party provider, the Provider must liaise as appropriate with any third party provider, and with the Service User and any Legal Guardian and/or Carer, to prepare and agree a Care Transfer Plan. The Provider must implement the Care Transfer Plan when delivering the further Service, or transferring and/or discharging the Service User to the care of the third party provider, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.	All
11.5 If a Transfer of Care involves the transfer of part of the Service User's Package of Care, the Provider must comply with (and the relevant Commissioner must use all reasonable endeavours to ensure that other relevant providers of care within the Pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.	All
11.6 If required by the relevant Transfer of and Discharge from Care Protocol, the Provider must at the time of the Service User's transfer and/or discharge give a Discharge Summary to the Service User (and if appropriate to the Legal Guardian of the Service User).	All
11.7 Within 24 hours after the transfer and/or discharge of the Service User from the Provider's care, the Provider must issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider, using the Delivery Method.	All
11.8 Whenever the Provider sends to a Service User's GP and/or Referrer or any third party provider an item of correspondence relating to the Provider's provision of care which differs from the Discharge Summary given to the Service User under Service Condition 11.7, the Provider must	All

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<p>send a copy of that item of correspondence to the Service User (and if appropriate to the Legal Guardian of the Service User).</p>	
<p>SC12 Service User Involvement</p> <p>12.1 The Provider must engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law and Good Practice.</p> <p>12.2 As soon as reasonably practicable following any reasonable request by the Co-ordinating Commissioner, the Provider must provide evidence to the Co-ordinating Commissioner of the involvement of Service Users, Carers and Staff in the development of Services.</p> <p>12.3 The Provider must carry out the Surveys. The Provider must co-operate with any surveys that the Commissioners may, acting reasonably, carry out. The form, frequency and reporting of the Surveys will be as set out in Schedule 6 Part G (<i>Surveys</i>) or as otherwise agreed between the Co-ordinating Commissioner and the Provider in writing from time to time.</p> <p>12.4 The Provider must review and provide a written report to the Co-ordinating Commissioner on the results of each Survey. The report must also identify any actions reasonably required to be taken by the Provider in response to the Survey. The Provider must implement those actions as soon as practicable. The Provider must publish the outcomes of and actions taken in relation to all Surveys.</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p> <p style="text-align: center;">All</p> <p style="text-align: center;">All</p>
<p>SC13 Equity of Access, Equality and Non-Discrimination</p> <p>13.1 The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics, except as permitted by the Law.</p> <p>13.2 The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments).</p> <p>13.3 In performing this Contract the Provider must have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:</p> <p style="padding-left: 20px;">13.3.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by that Act;</p> <p style="padding-left: 20px;">13.3.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in that Act) and persons who do not; and</p> <p style="padding-left: 20px;">13.3.3 foster good relations between persons who share a relevant protected characteristic (as defined in that Act) and persons who do not,</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p> <p style="text-align: center;">All</p>

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<p>and for the avoidance of doubt this obligation will apply whether or not the Provider is a public authority for the purposes of section 149.</p> <p>13.4 In consultation with the Co-ordinating Commissioner, and on reasonable request, the Provider must provide a plan or plans setting out how it will comply with its obligations under Service Condition 13.3. If the Provider has already produced such a plan in order to comply with the Law, the Provider may submit that plan to the Co-ordinating Commissioner in order to comply with this Service Condition 13.4.</p> <p>13.5 The Provider must provide to the Commissioners any information, in addition to that required under Service Condition 28 (<i>Information Requirements</i>) and Schedule 6 (<i>Contract Management, Reporting and Information Requirements</i>), that the Commissioners may reasonably require to:</p> <p>13.5.1 monitor the equity of access to the Services; and</p> <p>13.5.2 fulfil their obligations under the Law.</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p>
<p>SC14 Pastoral, Spiritual and Cultural Care</p> <p>14.1 The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users and must liaise with the relevant spiritual and pastoral authorities as appropriate in each case.</p>	<p style="text-align: center;">All</p>
<p>SC15 Services Environment and Equipment</p> <p>15.1 The Provider must at all times comply with the Law, Guidance and any applicable Operational Standards, National Quality Requirements and Local Quality Requirements in relation to the Services Environment and the Equipment. The Provider must ensure that the Services Environment is fit for the purpose of providing the Services and is clean, safe, suitable, sufficient, adequate, functional, accessible (making reasonable adjustments where required in order to ensure accessibility) and effective.</p> <p>15.2 Unless provided otherwise in this Contract, the Provider must at all times and at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.</p> <p>15.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p> <p style="text-align: center;">All</p>
<p>SC16 Places Of Safety</p> <p>16.1 The Parties must ensure that the requirements of Law and Guidance regarding places of safety are met, and that they reach agreement on the identification of Places of Safety in accordance with Good Practice.</p>	<p style="text-align: center;">A, MH, MHSS</p>

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<p>SC17 Complaints</p> <p>17.1 The Commissioners and the Provider must each:</p> <p>17.1.1 publish, maintain and operate a Complaints Procedure which complies with the Law; and</p> <p>17.1.2 ensure that Service Users are made aware of that Complaints Procedure and how to use it effectively.</p> <p>17.2 The Provider must implement Lessons Learned from complaints and demonstrate at Review Meetings the extent to which Service improvements have been made as a result.</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p>
<p>RECORDS AND REPORTING</p>	
<p>SC18 Service Development and Improvement Plan</p> <p>18.1 The Commissioners and Provider must comply with their respective obligations under the SDIP. The Provider must report performance against the SDIP in accordance with Schedule 6 Part C (<i>Reporting Requirements</i>). The SDIP may be varied by a Service Variation in accordance with General Condition 13 (<i>Variations</i>).</p>	<p style="text-align: center;">Yes/No</p>
<p>SC19 HCAI Reduction Plan</p> <p>19.1 The Provider must have an HCAI Reduction Plan for each Contract Year and must comply with its obligations under that plan. The HCAI Reduction Plan must reflect local and national priorities relating to HCAI including antimicrobial resistance.</p>	<p style="text-align: center;">All</p>
<p>SC20 Venous Thromboembolism</p> <p>20.1 The Provider must:</p> <p>20.1.1 comply with Guidance (including NICE Guidance) in relation to venous thromboembolism;</p> <p>20.1.2 perform root cause analysis of all confirmed cases of pulmonary embolism and deep vein thrombosis acquired by Service Users while in hospital (both arising during a current hospital stay and where there is a history of hospital admission within the last 3 months, but not in respect of Service Users admitted to hospital with a confirmed venous thromboembolism but no history of an admission to hospital within the previous 3 months); and</p> <p>20.1.3 if required by the Co-ordinating Commissioner, perform local audits of Service Users' risk of venous thromboembolism,</p> <p>and the Provider must report the results of those root cause analyses and audits in accordance with Schedule 6 Part C (<i>Reporting Requirements</i>).</p>	<p style="text-align: center;">A</p>

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<p>SC21 18 Weeks Referral-To-Treatment Standard</p> <p>21.1 This Service Condition 21 will only apply in respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies.</p> <p>21.2 The Provider must manage the provision of any relevant Service so as to meet the 18 Weeks Referral-to-Treatment Standard. The Provider will monitor performance against the 18 Weeks Referral-to-Treatment Standard.</p> <p>21.3 The relevant Pathways will be agreed by Commissioners based on the level of risk to delivery of the 18 Weeks Referral-to-Treatment Standard.</p> <p>21.4 If in any month the Provider does not meet the 18 Weeks Referral-to-Treatment Standard threshold set out in Schedule 4 Part A (<i>Operational Standards</i>) for any specialty, the Commissioners will deduct from any payments to be made to the Provider under this Contract for that specialty an amount calculated in accordance with Schedule 4 Part G (<i>18 Weeks</i>).</p> <p>21.5 The Provider must ensure that the letter to a Service User confirming that Service user's first outpatient appointment includes the 18 Weeks Information.</p>	<p style="text-align: center;">Yes/No</p> <p style="text-align: center;">Yes/No</p> <p style="text-align: center;">Yes/No</p> <p style="text-align: center;">Yes/No</p> <p style="text-align: center;">Yes/No</p>
<p>SC22 Financial Adjustments for Performance in Reducing Clostridium Difficile</p> <p>22.1 The Provider must not exceed the Baseline Threshold for the number of cases of Clostridium difficile.</p> <p>22.2 At the end of each Contract Year the Parties will review the number of cases of Clostridium difficile for that Contract Year. If the Provider has exceeded the Baseline Threshold the Co-ordinating Commissioner will recommend the relevant Commissioners to make financial deductions (or require the Provider to pay sums) calculated in accordance with Schedule 4 Part H (<i>Clostridium difficile</i>).</p>	<p style="text-align: center;">A</p> <p style="text-align: center;">A</p>
<p>SC23 Service User Health Records</p> <p>23.1 The Provider must create, maintain, store and retain Service User Health Records for all Service Users. The Provider must retain those records for the periods of time required by Law and/or by national retention schedules published by the Department of Health or NHS CB or HSCIC, and then securely destroy them.</p> <p>23.2 At a Commissioner's request, the Provider must promptly transfer the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible (or deliver a copy of it) to a third party provider of healthcare or social care services nominated by that Commissioner.</p> <p>23.3 On termination or expiry of this Contract or any Service the Provider must promptly transfer, or deliver a copy of, any relevant Service User Health</p>	<p style="text-align: center;">All</p> <p style="text-align: center;">All</p> <p style="text-align: center;">All</p>

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<p>26.1.2 participate in the national clinical audits within the National Clinical Audit and Patient Outcomes Programme (NCAPOP) relevant to the Services; and</p> <p>26.1.3 if it deems it to be appropriate given its obligations under Service Condition 4 (<i>Co-operation</i>), participate in other partnership arrangements in place in the local health economy.</p> <p>26.2 The Provider must adhere to all protocols and procedures operated or recommended under the programmes and arrangements referred to in Service Condition 26.1, unless in conflict with existing protocols and procedures agreed between the Parties, in which case the Parties must review and try to resolve that conflict.</p>	All
<p>SC27 Formulary</p> <p>27.1 The Provider must:</p> <p>27.1.1 ensure that its Formulary is published and readily available on the Provider's website;</p> <p>27.1.2 ensure that its Formulary reflects all relevant positive NICE Technology Appraisals; and</p> <p>27.1.3 make available to Service Users all relevant treatments recommended in positive NICE Technology Appraisals.</p>	All
<p>SC28 Information Requirements</p> <p>28.1 The Parties agree and acknowledge that the submission of complete and accurate data in accordance with this Service Condition 28 is necessary to support the commissioning of all health and social care services in England.</p> <p>28.2 The Provider must:</p> <p>28.2.1 provide the information specified in this Service Condition 28 and in Schedule 6 Part C (<i>Reporting Requirements</i>):</p> <p>28.2.1.1 with the frequency, in the format, by the method and within the time period set out or referred to in Schedule 6 Part C (<i>Reporting Requirements</i>); and</p> <p>28.2.1.2 as detailed in relevant Guidance; and</p> <p>28.2.1.3 if there is no applicable time period identified, in a timely manner;</p> <p>28.2.2 if and to the extent applicable:</p> <p>28.2.2.1 comply with all relevant published NHS information and data standards, including mandatory returns assessed and published by HSCIC; and</p>	All All

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<p>28.2.2.2 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner;</p> <p>28.2.3 comply with Guidance issued by NHS CB and HSCIC, and with the Law, in relation to protection of patient identifiable data; and</p> <p>28.2.4 use the Service User's verified NHS number on all patient datasets, subject to and in accordance with Guidance and any relevant standards issued by the Department of Health and/or NHS CB and/or HSCIC.</p>	
<p>28.3 The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under Service Condition 28.2 which any Commissioner reasonably requires in relation to this Contract. The Provider must supply that information in a timely manner.</p>	All
<p>28.4 The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under Service Condition 28.3, and may not, without good reason, require the Provider to supply any information:</p> <p>28.4.1 to any Commissioner locally where that information is required to be submitted centrally under Service Condition 28.2; or</p> <p>28.4.2 where that information is required to be submitted in a particular format under Service Condition 28.2, to supply that information in a different or additional format (but this will not prevent the Co-ordinating Commissioner from requesting disaggregation of data previously submitted in aggregated form).</p>	All
<p>28.5 The Provider and Co-ordinating Commissioner must each ensure that any information provided to the other in relation to this Contract is accurate and complete.</p>	All
<p>28.6 The Provider must ensure that each dataset that it provides under this Contract contains the Organisation Data Service code and/or other appropriate identifier for the relevant Commissioner.</p>	All
<p>28.7 The Parties must comply with Guidance relating to clinical coding published by the NHS Classifications Service and with the definitions of activity maintained under the NHS Data Model and Dictionary.</p>	All
<p>28.8 The Provider may implement any change of practice in the counting and coding of activity compliant with national information and data standards as may be agreed from time to time with the Co-ordinating Commissioner. The Provider must give the Co-ordinating Commissioner at least 6 months' notice of any proposed change. Any change agreed must be implemented on 1 April of the following Contract Year, unless:</p> <p>28.8.1 the Co-ordinating Commissioner agrees a different date for its implementation; or</p> <p>28.8.2 the change is mandated by HSCIC, in which case the change will come into effect on the date(s) (or in any phased sequence) specified by HSCIC; or</p>	All

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<p>28.8.3 the change is required by the PbR Rules, in which case the change will come into effect on the date(s) (or in any phased sequence) specified in the PbR Rules.</p>	All
<p>28.9 Information to be provided by the Provider under this Service Condition 28 and Schedule 6 Part C (<i>Reporting Requirements</i>) and which is necessary for the purposes of Service Condition 36 (<i>Payment Terms</i>) must be provided:</p> <p>28.9.1 to the Co-ordinating Commissioner in aggregate form; and/or</p> <p>28.9.2 directly to each Commissioner in disaggregated form relating to its own use of the Services,</p> <p>as the Co-ordinating Commissioner may direct.</p>	All
<p>28.10 Where SUS is applicable, if:</p> <p>28.10.1 there is a failure of SUS; or</p> <p>28.10.2 there is an interruption in the availability of SUS to the Provider or to any Commissioner,</p> <p>the Provider must submit the national datasets collected in accordance with this Service Condition 28 both directly to the Co-ordinating Commissioner within the timescales required under SUS Guidance and to SUS as soon as reasonably practicable.</p>	All
<p>28.11 If the Co-ordinating Commissioner becomes aware of an Information Breach it must notify the Provider accordingly. The notice must specify the Information Breach and the Co-ordinating Commissioner's intention to instruct the Commissioners to withhold the sums specified in Service Condition 28.12 unless the Information Breach is rectified within 5 Operational Days following service of that notice.</p>	All
<p>28.12 If the Information Breach is not rectified within 5 Operational Days of the date of the notice served in accordance with Service Condition 28.11 (unless due to any act or omission of any Commissioner), the Co-ordinating Commissioner must instruct the Commissioners to withhold up to 1% of all the monthly sums payable by them under Service Condition 36 (<i>Payment Terms</i>) in respect of the current month and thereafter for each and every month that Information Breach continues.</p>	All
<p>28.13 The Commissioners must withhold the sums withheld under Service Condition 28.12 unless and until the Provider rectifies the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner. The Commissioners must then pay the Provider the withheld sums within 10 Operational Days. Subject to Service Condition 28.14 no Interest will be payable by the Commissioners to the Provider on any sum withheld under Service Condition 28.12.</p>	All
<p>28.14 If the Provider produces evidence satisfactory to the Co-ordinating Commissioner that any sums withheld under Service Condition 28.12 were withheld without justification, the Commissioners must pay Interest to the Provider on the sums they each withheld for the period for which those sums were withheld. If the Co-ordinating Commissioner disputes</p>	All

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<p>the Provider's evidence the Provider may refer the matter to Dispute Resolution.</p>	
<p>28.15 The Commissioners will not be required to release to the Provider (and may retain permanently) any sum withheld under Service Condition 28.12 if the Provider fails to rectify the relevant Information Breach to the reasonable satisfaction of the Co-ordinating Commissioner by the earliest of:</p>	All
<p>28.15.1 the date 6 months after the date of the notice served in accordance with Service Condition 28.11;</p>	All
<p>28.15.2 the termination of this Agreement; and</p>	
<p>28.15.3 the Expiry Date.</p>	
Data Quality Improvement Plan	
<p>28.16 The Co-ordinating Commissioner and the Provider may at any time agree a Data Quality Improvement Plan (which must be appended to this Contract at Schedule 6 Part D (<i>Data Quality Improvement Plan</i>)). Any Data Quality Improvement Plan must set out milestones to be met and may set out financial sanctions for failing to meet those milestones. Any financial sanctions must not exceed the sums which the Commissioners would otherwise be entitled to withhold in respect of an Information Breach under Service Condition 28.12. If the Provider fails to meet a milestone by the agreed date, the Co-ordinating Commissioner may exercise the relevant agreed consequence.</p>	All
<p>28.17 If a Data Quality Improvement Plan with financial sanctions is agreed in relation to any Information Breach the Commissioners may not withhold sums under Service Condition 28.12 in respect of the same Information Breach.</p>	All
<p>28.18 If an Information Breach relates to the National Requirements Reported Centrally the Parties must not by means of a Data Quality Improvement Plan agree the waiver or delay or foregoing of any withholding under Service Condition 28.12 to which the Commissioners would otherwise be entitled.</p>	All
MANAGING ACTIVITY AND REFERRALS	
<p>sc29 Managing Activity and Referrals</p>	
<p>29.1 The Commissioners and the Provider must each monitor and manage Activity and Referrals for the Services in accordance with this Service Condition 29 and the PbR Rules.</p>	All
<p>29.2 The Parties must not agree or implement any action that would operate contrary to Patient Choice Guidance or so as to restrict or impede the exercise of Patient Choice.</p>	All
<p>29.3 The Commissioners must:</p>	All

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<p>29.3.1 manage Activity for the Services via Referrers and use their reasonable endeavours to notify the Provider promptly of any anticipated changes in Referral numbers; and</p> <p>29.3.2 procure that their agents and practitioners adhere to any referral and treatment protocols as may be agreed between the Parties.</p>	
<p>29.4 The Provider must manage Activity in accordance with any caseloads, occupancy levels and clinical thresholds set out in the Service Specifications and any Activity Planning Assumptions and/or published in Choose and Book. The Provider must:</p> <p>29.4.1 comply with the reasonable requests of the Commissioners to assist the Commissioners in understanding and managing Referrals; and</p> <p>29.4.2 require its agents, sub-contractors and employees to adhere to any Referral and treatment protocols that may be agreed between the Parties.</p> <p>Indicative Activity Plan</p>	<p>All</p>
<p>29.5 Before the start of each Contract Year, the Parties must agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero). If the Parties do not agree an Indicative Activity Plan before the start of any Contract Year an Indicative Activity Plan with an indicative activity of zero will be deemed to apply for that Contract Year.</p>	<p>IAP</p>
<p>29.6 The Indicative Activity Plan will comprise the aggregated Indicative Activity Plans of all of the Commissioners.</p> <p>Activity Planning Assumptions</p>	<p>IAP</p>
<p>29.7 Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of any Activity Planning Assumptions for that Contract Year, specifying a threshold for each assumption. The Provider must comply with those Activity Planning Assumptions.</p> <p>Early Warning</p>	<p>APA</p>
<p>29.8 The Co-ordinating Commissioner must notify the Provider within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Commissioner's initial opinion as to its likely cause.</p>	<p>All</p>
<p>29.9 The Provider must notify the Co-ordinating Commissioner and the relevant Commissioner within 3 Operational Days after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity in relation to any Commissioner, specifying the nature of the unexpected pattern and the Provider's initial opinion as to its likely cause.</p> <p>Reporting and Monitoring Activity</p>	<p>All</p>
<p>29.10 The Provider must submit an Activity Report at the intervals and in the</p>	<p>All</p>

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format agreed and specified in Schedule 6 Part C (<i>Reporting Requirements</i>).	
<p>29.11A The Co-ordinating Commissioner and the Provider will monitor actual activity reported in each Activity Report in respect of each Commissioner against:</p> <p>29.11.1 thresholds set out in the Indicative Activity Plan; and</p> <p>29.11.2 thresholds set out in the Activity Planning Assumptions.</p>	IAP and APA
29.11B The Co-ordinating Commissioner and the Provider will monitor actual activity reported in each Activity Report in respect of each Commissioner against the thresholds set out in the Activity Planning Assumptions and any previous Activity Reports.	APA
29.11C The Co-ordinating Commissioner and the Provider will monitor actual activity reported in each Activity Report in respect of each Commissioner against any previous Activity reports and generally.	No IAP No APA
Activity Management	
29.12 Following:	
29.12.1 notification by the Co-ordinating Commissioner of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with Service Condition 29.8; or	All
29.12.2 notification by the Provider of any unexpected or unusual patterns of Referrals and/or of Activity in accordance with Service Condition 29.9; or	All
29.12.3A the submission of any Activity Report in accordance with General Condition 29.10 indicating variances against the thresholds set out in the Indicative Activity Plan and/or any breaches of the thresholds set out in the Activity Planning Assumptions,	IAP and APA
29.12.3B the submission of any Activity Report in accordance with Service Condition 29.10 indicating breaches of the thresholds set out in the Activity Planning Assumptions,	APA
29.12.3C the submission of any Activity Report in accordance with General Condition 29.10 indicating any unexpected or unusual patterns of Referrals and/or Activity,	No IAP No APA
in relation to any Commissioner, either the Co-ordinating Commissioner or the Provider may issue to the other an Activity Query Notice.	All
29.13 The Co-ordinating Commissioner and the Provider must meet to discuss any Activity Query Notice within 10 Operational Days following its issue.	All
29.14 At the Activity Management Meeting the Co-ordinating Commissioner and the Provider must:	All
29.14.1 consider patterns of Referrals, of Activity and of the exercise by Service Users of their rights under Patient Choice; and	

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<p>29.14.2 agree either:</p> <p style="padding-left: 40px;">29.14.2.1 that the Activity Query Notice is withdrawn; or</p> <p style="padding-left: 40px;">29.14.2.2 to hold a Utilisation Meeting, in which case the provisions of Service Condition 29.15 will apply; or</p> <p style="padding-left: 40px;">29.14.2.3 to conduct a Joint Activity Review, in which case the provisions of Service Conditions 29.16 to 29.20 will apply;</p> <p>Utilisation Meeting</p> <p>29.15 Within 10 Operational Days following agreement to hold a Utilisation Review Meeting under Service Condition 29.14, the Co-ordinating Commissioner and the Provider must meet:</p> <p style="padding-left: 40px;">29.15.1 to agree a Utilisation Improvement Plan and/or update any previously agreed Utilisation Plan; and</p> <p style="padding-left: 40px;">29.15.2 to discuss any matter that either considers necessary in relation to Utilisation.</p> <p>Joint Activity Review</p> <p>29.16 Within 10 Operational Days following agreement to conduct a Joint Activity Review under Service Condition 29.14, the Co-ordinating Commissioner and the Provider must meet:</p> <p style="padding-left: 40px;">29.16.1 to consider in further detail the matters referred to in Service Condition 29.14.1 and the causes of the unexpected or unusual pattern of Referrals and/or Activity; and</p> <p style="padding-left: 40px;">29.16.2 (if they consider it necessary or appropriate) to agree an Activity Management Plan.</p> <p>29.17 The Co-ordinating Commissioner and the Provider should not agree an Activity Management Plan in respect of any unexpected or unusual pattern of Referrals and/or Activity which they agree was caused wholly or mainly by the exercise by Service Users of their rights under Patient Choice.</p> <p>29.18 If the Co-ordinating Commissioner and the Provider fail to agree an Activity Management Plan at or within 10 Operational Days following the Joint Activity Review they must issue a joint notice to that effect to the Governing Body of the Provider and of each Commissioner. If the Co-ordinating Commissioner and the Provider have still not agreed an Activity Management Plan within 10 Operational Days following the date of the joint notice, either may refer the matter to Dispute Resolution.</p> <p>29.19 The Parties must implement any Activity Management Plan agreed or determined in accordance with Service Conditions 29.16 to 29.18 inclusive in accordance with its terms.</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p>
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<p>29.20 If any Party breaches the terms of an Activity Management Plan, the Commissioners or the Provider (as appropriate) may exercise any consequences set out in it.</p>	All
Prior Approval Scheme	
<p>29.21 Before the start of each Contract Year, the Co-ordinating Commissioner must notify the Provider of the terms of any Prior Approval Scheme for that Contract Year.</p>	All
<p>29.22 The Provider must manage Referrals in accordance with the terms of any Prior Approval Scheme. If the Provider does not comply with the terms of any Prior Approval Scheme in providing a Service, the Commissioners will not be liable to pay for that Service.</p>	All
<p>29.23 If a Prior Approval Scheme imposes any obligation on a Provider that would operate contrary to Patient Choice Guidance or Choice Guidance:</p>	All
<p>29.23.1 that obligation will have no contractual force or effect; and</p>	
<p>29.23.2 the Prior Approval Scheme must be amended accordingly; and</p>	
<p>29.23.3 if the Provider provides any Service in accordance with the Prior Approval Scheme as amended in accordance with Service Condition 29.23.2 the relevant Commissioner will be liable to pay for that Service in accordance with Service Condition 36 (<i>Payment Terms</i>).</p>	
<p>29.24 If the Co-ordinating Commissioner requires any amendments to be made to a Prior Approval Scheme during a Contract Year, the Co-ordinating Commissioner must give the Provider not less than one month's notice in writing of those amendments. Those amendments must be implemented by the Provider on the date set out in the notice, and will only be applicable to Referrals made after that date.</p>	All
<p>29.25 If the 18 Weeks Referral-to-Treatment Standard is at risk for any activity covered by a Prior Approval Scheme, the Co-ordinating Commissioner may require the Provider to specify a revised pathway to mitigate that risk.</p>	All
<p>29.26 If the Provider requests Prior Approval in accordance with a Prior Approval Scheme the relevant Commissioner must respond within the time period specified in the Prior Approval Scheme. If the Commissioner fails to do so it will be deemed to have given Prior Approval.</p>	All
<p>29.27 At the Provider's request in case of urgent clinical need or a risk to patient safety, and if approved by the Commissioner's Medical Director (that approval not be unreasonably withheld or delayed), the relevant Commissioner must grant retrospective Prior Approval for a Service provided to a Service User.</p>	All
Risk Share Agreement	
<p>29.28 The Provider and the Commissioners will follow the activity reporting and monitoring arrangements set out in the Risk Share Agreement which is included in this Contract at Schedule 3 Part C (<i>Risk Share Agreement</i>).</p>	Yes/No

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EMERGENCIES AND INCIDENTS		
SC30	Emergency Preparedness and Resilience Including Major Incidents	
30.1	Each Party must identify and have in place an Accountable Emergency Officer.	All
30.2	Each Party must have and maintain an up-to-date Business Continuity Plan.	All
30.3	Each Party must have and maintain an Incident Response Plan.	All
30.4	The Provider must have in place evacuation plans which provide for relocation of Service Users to alternative secure premises in the event of any Significant Incident or Emergency and how that relocation is to be effected in such a way as to maintain public safety and confidence.	MHSS
30.5	The Provider must:	All
30.5.1	assist in the development of and participate in joint planning and training exercises connected with its Incident Response Plan, including by conducting as required:	
30.5.1.1	a communications exercise every 6 months;	
30.5.1.2	a desktop exercise annually; and	
30.5.1.3	a major live or simulated exercise if such an exercise has not been conducted within the previous 3 years;	
30.5.2	have in place and maintain Staff who are suitably trained and competent in emergency preparedness, resilience and response;	
30.5.3	have in place and maintain adequate facilities (including an Incident Co-ordination Centre) from which an Significant Incident or Emergency can be effectively managed,	
	in accordance with the NHS CB Emergency Planning Framework.	
30.6	For ambulance services the training requirement referred to in Service Condition 30.5.2 will be in addition to the enhanced training for Hazardous Area Response Team (HART) support staff.	AM
30.7	The Provider must comply with:	All
30.7.1	national and local civil contingency plans;	
30.7.2	the Civil Contingencies Act 2004;	
30.7.3	any other Law and/or Guidance, including the EPRR Guidance,	

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to the extent applicable.	
30.8 The Parties must, through the LHRPs and any applicable sub-groups of the LHRPs, co-operate with and contribute to the co-ordinated development and review of any local area Business Continuity Plans and Incident Response Plans.	All
30.9 If there is a Significant Incident or Emergency:	All
30.9.1 the Parties must comply with their respective Incident Response Plans; and	
30.9.2 each Party must provide the others with whatever further assistance they may reasonably require to respond to that Significant Incident or Emergency; and	
30.9.3 the Provider must comply with its Business Continuity Plan.	
30.10 The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following:	All
30.10.1 the activation of its Incident Response Plan;	
30.10.2 any risk or any actual disruption, to Commissioner Requested Services or Essential Services; and/or	
30.10.3 the activation of its Business Continuity Plan.	
30.11 The Commissioners must have in place arrangements that enable the receipt at all times of a notification made under Service Condition 30.10.	All
30.12 The Provider must at the request of the Co-ordinating Commissioner provide whatever support and assistance may reasonably be required by the Commissioners and/or Healthwatch England in response to any national, regional or local public health emergency or incident.	All
30.13 If the Provider is subcontracting all or part of a Service, the Provider must:	All
30.13.1 ensure that its Incident Response Plan and its Business Continuity Plan make provision in relation to the subcontracted services; and	
30.13.2 require the Material Sub-Contractor or Permitted Sub-Contractor to have in place and maintain plans which are equivalent to the Provider's Incident Response Plan and Business Continuity Plan.	
30.14 The right of any Commissioner to:	All
30.14.1 withhold or retain sums under General Condition 9 (<i>Contract Management</i>); and/or	
30.14.2 suspend Services under General Condition 16 (<i>Suspension</i>),	

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<p>will not apply if the relevant right to withhold, retain or suspend has arisen only as a result of the Provider complying with its obligations under this Service Condition 30.</p>	
<p>30.15 The Provider must use its reasonable efforts to minimise the effect of a Significant Incident or Emergency and to continue the provision of Elective Care, as well as Non-elective Care. If a Service User is already receiving treatment when the Significant Incident or Emergency occurs, or is admitted after the date it occurs, the Provider must not:</p> <p>30.15.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Practice; or</p> <p>30.15.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Practice.</p>	<p>A</p>
<p>30.16 Subject to Service Condition 30.15 if the impact of a Significant Incident or Emergency Incident is that the demand for Non-elective Care increases, and the Provider establishes to the satisfaction of the Co-ordinating Commissioner that its ability to provide Elective Care is reduced as a result, Elective Care will be suspended or scaled back as necessary for as long as the Provider's ability to provide it is reduced. The Provider must give the Co-ordinating Commissioner written confirmation every 2 calendar days of the continuing impact of the Significant Incident or Emergency on its ability to provide Elective Care.</p>	<p>A</p>
<p>30.17 During or in relation to any suspension of Elective Care in accordance with Service Condition 30.16:</p> <p>30.17.1 General Condition 16 (<i>Suspension</i>) will not apply to that suspension;</p> <p>30.17.2 if requested by the Provider, the Commissioners must use their reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care; and</p> <p>30.17.3 the Provider must continue to provide Non-elective Care (and any related Elective Care) subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Significant Incident or Emergency (using that discretion in accordance with Good Practice).</p>	<p>A</p>
<p>30.18 If, despite the Provider complying fully with its obligations under this Service Condition 30, there are transfers, postponements and cancellations the Provider must give the Commissioners notice of:</p> <p>30.18.1 the identity of each Service User who has been transferred and the alternative provider;</p> <p>30.18.2 the identity of each Service User who has not been but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider;</p> <p>30.18.3 cancellations and postponements of admission dates;</p>	<p>A</p>

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<p>30.18.4 cancellations and postponements of out-patient appointments; and</p> <p>30.18.5 other changes in the Provider's list.</p> <p>30.19 As soon as reasonably practicable after the Provider gives written notice to the Co-ordinating Commissioner that the effects of the Significant Incident or Emergency have ceased, the Provider must fully restore the availability of Elective Care.</p>	A
<p>SC31 Force Majeure: Service-specific provisions</p> <p>31.1 Nothing in this Contract will relieve the Provider from its obligations to provide the Services in accordance with this Contract and the Law (including, the Civil Contingencies Act 2004) if the Services required relate to an Event of Force Majeure that has occurred.</p> <p>31.2 This will not however prevent the Provider from relying upon General Condition 28 (<i>Force Majeure</i>) if the subsequent occurrence of a separate Event of Force Majeure prevents the Provider from delivering those Services.</p> <p>31.3 Notwithstanding any other provision in this Contract, if the Provider is the Affected Party, it must ensure that all Service Users that it detains securely in accordance with the Law will remain in a state of secure detention as required by the Law.</p>	<p>AM</p> <p>AM</p> <p>MHSS</p>
SAFETY AND SAFEGUARDING	
<p>SC32 Safeguarding</p> <p>32.1 The Provider has adopted and must comply with the Safeguarding Policies.</p> <p>32.2 The Safeguarding Policies must be amended from time to time to comply with the local multi-agency policies and any Commissioner safeguarding requirements.</p> <p>32.3 At the reasonable written request of the Co-ordinating Commissioner, and by no later than 10 Operational Days following receipt of that request, the Provider must provide evidence to the Co-ordinating Commissioner that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.</p> <p>32.4 If requested by the Co-ordinating Commissioner, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.</p> <p>32.5 The Provider must include in its policies and procedures and comply with the principles contained in:</p> <p>32.5.1 Prevent; and</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p>

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<p>32.5.2 the Prevent Guidance and Toolkit.</p> <p>32.6 The Provider must include in its policies and procedures a programme to deliver HealthWRAP and sufficiently resource that programme with accredited HealthWRAP facilitators.</p> <p>32.7 The Provider has appointed and must maintain a Prevent Lead. The Provider must ensure that at all times the Prevent Lead is appropriately authorised and resourced to procure the full and effective performance of the Provider's obligations under Service Conditions 32.5 and 32.6.</p> <p>32.8 The Provider must notify the Co-ordinating Commissioner in writing of any change to the identity of the Prevent Lead as soon as practicable, and in any event no later than 10 Operational Days after the change.</p>	<p>All</p> <p>All</p> <p>All</p>
<p>SC33 Incidents Requiring Reporting</p> <p>33.1 The Provider must comply with the arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and Guidance (where applicable) and to any other relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents (as appropriate), in accordance with Good Practice and the Law.</p> <p>33.2 The Parties must comply with their respective obligations in relation to deaths and other incidents under the Incidents Requiring Reporting Procedure and under Schedule 6 Part C (<i>Reporting Requirements</i>).</p> <p>33.3 If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in the Incidents Requiring Reporting Procedure and in Schedule 6 Part C (<i>Reporting Requirements</i>).</p> <p>33.4 The Commissioners will have complete discretion (subject only to the provisions of the DPA) to use the information provided by the Provider under this Service Condition 33, the Incidents Requiring Reporting Procedure and Schedule 6 Part C (<i>Reporting Requirements</i>) in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p>
<p>SC34 Death of a Service User</p> <p>34.1 The Provider must maintain and operate a Death of a Service User Policy.</p>	<p>All</p>

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<p>SC35 Duty of Candour</p> <p>35.1 If a Reportable Patient Safety Incident occurs or is suspected to have occurred the Provider must:</p> <p>35.1.1 provide to the Service User and to any other Relevant Person all necessary support and all relevant information in relation to that incident;</p> <p>35.1.2 immediately on becoming aware of that occurrence or suspected occurrence, report the Reportable Patient Safety Incident to Local Risk Management Systems in accordance with the Incidents Requiring Reporting Procedure and Guidance;</p> <p>35.1.3 as soon as practicable, instigate and conduct a full investigation into the Reportable Patient Safety Incident in accordance with the Incidents Requiring Reporting Procedure and Guidance;</p> <p>35.1.4 as soon as practicable, but in any event within 10 Operational Days after reporting the Reportable Patient Safety Incident in accordance with Service Condition 35.1.2, notify the Relevant Person that the Reportable Patient Safety Incident has occurred or is suspected to have occurred (as appropriate). The notification must:</p> <p>35.1.4.1 be verbal, and conducted in person by one or more representatives of the Provider, including where possible the clinician responsible for the episode of care during or as a result of which the Reportable Patient Safety Incident occurred, unless the Service User cannot be contacted in person or declines to be contacted;</p> <p>35.1.4.2 provide all facts the Provider knows about the incident as at the date of the notification;</p> <p>35.1.4.3 include an Appropriate Apology;</p> <p>35.1.4.4 be accompanied by the offer of a written notification; and</p> <p>35.1.4.5 be recorded in writing for audit purposes in accordance with Guidance;</p> <p>35.1.5 as soon as practicable, offer to the Relevant Person (and, if that offer is accepted, provide) a step-by-step explanation of the events and circumstances which resulted in the Reportable Patient Safety Incident and any other pertinent information, which must be updated regularly and promptly as the investigation referred to in Service Condition 35.1.3 proceeds;</p> <p>35.1.6 within 10 Operational Days following the investigation undertaken in accordance with Service Condition 35.1.3 being signed-off as complete by the Party or other organisation which commissioned the investigation, provide the Relevant Person with a copy of the investigation report;</p>	<p>All</p>
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<p>35.1.7 in determining the manner and form of and in delivering the notification, Appropriate Apology and explanation as referred to in Service Conditions 35.1.4 and 35.1.5, the Provider must have due regard to its obligations under Service Condition 13.2 (<i>Equity of Access, Equality and Non-Discrimination</i>);</p> <p>35.1.8 record for audit purposes any refusal by the Relevant Person of a meeting or other contact or information in relation to the Reportable Patient Safety Incident; and</p> <p>35.1.9 maintain full written records of any meeting or other contact with the Relevant Person in relation to the Reportable Patient Safety Incident, in accordance with Guidance.</p>	
<p>35.2 If a complaint received by the Provider from or on behalf of:</p> <p>35.2.1 a Relevant Person;</p> <p>35.2.2 a Commissioner;</p> <p>35.2.3 Local Healthwatch; or</p> <p>35.2.4 any Healthcare Professional involved in the care of the relevant Service User,</p> <p>relates to or includes reference to a failure to disclose a Reportable Patient Safety Incident to that Relevant Person, the Provider must notify the Co-ordinating Commissioner accordingly in writing, providing full details of that complaint.</p>	All
<p>35.3 If the Provider fails to comply with any of its obligations under Service Condition 35 the Co-ordinating Commissioner may:</p> <p>35.3.1 notify the CQC of that failure; and/or</p> <p>35.3.2 require the Provider to provide the Relevant Person with a formal, written apology and explanation for that failure, signed by the Provider's chief executive and copied to the relevant Commissioner; and/or</p> <p>35.3.3 require the Provider to publish details of that failure prominently on the Provider's website.</p>	All
<p>35.4 Any action taken or required by the Co-ordinating Commissioner under Service Condition 35.3 will be in addition to any consequence applied in accordance with Schedule 4 Part B (<i>National Quality Requirements</i>).</p>	All

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PAYMENT TERMS		
<p>SC36 Payment Terms</p> <p>Payment Principles</p> <p>36.1 Subject to any express provision of this Contract to the contrary each Commissioner must pay the Provider in accordance with the National Tariff Rules, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.</p>		All Providers
<p>Aggregation and Disaggregation of Payments</p> <p>36.2 The Co-ordinating Commissioner may make or receive all (but not only some) of the payments due under Service Conditions 36.1, 36.4, 36.12, 36.19 and 36.20 in aggregate amounts for itself and on behalf of each of the Commissioners provided that it gives the Provider 20 Operational Days' written notice of its intention to do so. These aggregated payments will not prejudice any immunity from liability of the Co-ordinating Commissioner, or any rights of the Provider to recover any overdue payment from the relevant Commissioners individually. However, they will discharge the separate liability or entitlement of the Commissioners in respect of their separate Services. To avoid doubt, notices to aggregate and reinstate separate payments may be repeated or withdrawn from time to time, but must be recorded in Schedule 3 Part D (<i>Notices to Aggregate/Disaggregate Payments</i>).</p>		Small Providers
<p>Aggregation and Disaggregation of Payments</p> <p>36.3 The Co-ordinating Commissioner may make or receive all (but not only some) of the payments becoming due under Service Conditions 36.1, 36.4, 36.21, 36.33 and 36.34 in aggregate amounts for itself and on behalf of each of the Commissioners provided that it gives the Provider 20 Operational Days' written notice of its intent to do so. These aggregated payments will not prejudice any immunity from liability of the Co-ordinating Commissioner, or any rights of the Provider to recover any overdue payment from the relevant Commissioners individually. However, they will discharge the separate liability or entitlement of the Commissioners in respect of their separate Services. To avoid doubt, notices to aggregate and reinstate separate payments may be repeated or withdrawn from time to time, but must be recorded in Schedule 3 Part D (<i>Notices to Aggregate/Disaggregate</i>).</p>		Other Providers
<p>Prices</p> <p>36.4 The prices payable will be:</p> <p style="padding-left: 20px;">36.4.1 for all Services for which the National Tariff Rules mandate or specify a price:</p>		All Providers

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<p>36.4.1.1 the Full Tariff; or</p> <p>36.4.1.2 the Permitted Variations to Tariff Prices;</p> <p>for the relevant Contract Year;</p> <p>36.4.2 for all Services for which the National Tariff Rules do not mandate or specify a price, the Non-Tariff Prices for the relevant Contract Year.</p>	
<p>Permitted Variations to Tariff</p> <p>36.5 While the PbR Rules apply:</p> <p>36.5.1 the Co-ordinating Commissioner and the Provider may agree Permitted Variations to Tariff Prices for a Contract Year or for the duration of this Contract insofar as permitted under and in accordance with the PbR Rules;</p> <p>36.5.2 if the Co-ordinating Commissioner and the Provider agree Permitted Variations to Tariff Prices for a Contract Year only, those prices must be reviewed before the expiry of the relevant Contract Year;</p> <p>36.5.3 if the Co-ordinating Commissioner and the Provider fail to review or agree new Permitted Variations to Tariff Prices to apply to the following Contract Year, the prices payable for the relevant Services during the following Contract Year will be Full Tariff.</p>	All Providers
<p>36.6 When Monitor's National Tariff Rules apply any Permitted Variations to Tariff Prices will be those prices agreed between the Co-ordinating Commissioner and the Provider or otherwise determined in accordance with Monitor's National Tariff.</p>	All Providers
<p>36.7 Any Permitted Variations to Tariff <i>will be set out in Schedule 3 Part A (Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements), Table 2</i> and where appropriate published by the Co-ordinating Commissioner.</p>	All Providers
<p>Non-Tariff Prices</p> <p>36.8 While the PbR Rules apply</p> <p>36.8.1 the calculation and basis of calculation of the Non-Tariff Prices must be transparent and equitable in accordance with the PbR Rules;</p> <p>36.8.2 the Co-ordinating Commissioner and the Provider must review the Non-Tariff Prices before expiry of the Contract Year to which they apply and must agree the Non-Tariff Prices to apply to the following Contract Year;</p>	All Providers

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<p>36.8.3 if the Co-ordinating Commissioner and the Provider fail to review or agree the Non-Tariff Prices for the following Contract Year by the date 2 months before the start of that Contract Year, either</p> <p style="padding-left: 40px;">may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation;</p> <p>36.8.4 if on or following completion of the mediation process the Co-ordinating Commissioner and the Provider still cannot agree the Non-Tariff Prices for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co-ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice;</p> <p>36.8.5 if Non-Tariff Prices have not been agreed in accordance with General Condition 36.8.2 and 36.8.3 before the start of a Contract Year then the Non-Tariff Prices will be those which applied for the previous Contract Year increased or decreased in accordance with the net tariff adjustment as set out in the PbR Rules. The application of these prices will not affect the right to terminate this Contract as a result of non-agreement of the Non-Tariff Prices under Special Condition 36.8.4.</p>	
<p>36.9 When Monitor's National Tariff Rules apply the Non-Tariff Prices must be determined in accordance with those rules. If the Non-Tariff Price for a Service is not acceptable to a Commissioner or the Provider then within 10 Operational Days of the determination of the relevant Non-Tariff Price the Co-ordinating Commissioner or the Provider may terminate the affected Service by giving the other not less than 6 months' written notice.</p>	All Providers
<p>36.10 The calculation and basis of calculation of the Non-Tariff Prices must be set out together with the Non-Tariff Prices themselves in Schedule 3 Part A (<i>Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements</i>) Table 1.</p>	All Providers
<p style="text-align: center;">Non-Contract Activity</p> <p>36.11 The Provider will be paid for Non-Contract Activity provided under the terms of this Contract in accordance with the National Tariff Rules, unless otherwise provided by the National Tariff Rules.</p>	All Providers
SMALL PROVIDERS	
<p style="text-align: center;">Payment to Small Providers where the Parties have agreed an Expected Annual Contract Value</p> <p>36.12 Each Commissioner must make payments on account to the Provider in accordance with the following provisions of Service Condition 36.13 or if applicable Service Conditions 36.14 and 36.15.</p>	Small Providers – Expected Annual Contract Value agreed

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<p>36.13 The Provider must supply to each Commissioner a quarterly invoice at least 10 Operational Days before the first day of each Quarter, setting out the amount to be paid by that Commissioner for that Quarter. The amount to be paid will be one quarter of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each Quarter beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.14 If the Service Commencement Date does not fall on 1 April the timing and amounts of payments on account for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3 Part A (<i>Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements</i>) Table 4.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.15 If the date of expiry of this Contract is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to expiry and ending on the date of expiry will be as set out in Schedule 3 Part A (<i>Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements</i>) Table 4.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.16 In order to confirm the actual sums payable for Services delivered, the Co-ordinating Commissioner must provide a separate reconciliation account for itself and each Commissioner for each Quarter showing the aggregate and a breakdown of the Prices for all Services delivered and completed in that Quarter. Each reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 (<i>Information Requirements</i>) and must be sent by the Co-ordinating Commissioner to the Provider within 25 Operational Days after the end of the Quarter to which it relates.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.17 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.18 The Provider must either agree the reconciliation account produced in accordance with Service Condition 36.16 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.42. The Provider must not unreasonably withhold or delay its agreement.</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>
<p>36.19 The Provider's agreement of a reconciliation account (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner to the Provider or by the Provider to the relevant Commissioner, as appropriate. The Provider must provide to the</p>	<p>Small Providers – Expected Annual Contract Value agreed</p>

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<p>Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or the issue of the credit note.</p>	<p>Contract Value agreed</p>
<p>Payment where the Parties have not agreed an Expected Annual Contract Value in relation to any Services</p> <p>36.20 In respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue an invoice at the end of each month to each Commissioner in respect of Services provided to that Commissioner in that month. Subject to Service Condition 36.42 the Commissioner must settle each invoice within 10 Operational Days of receipt of the invoice.</p>	<p>Small Providers – Expected Annual Contract Value not agreed</p>
<p>OTHER PROVIDERS</p>	
<p>Payment where the Parties have agreed an Expected Annual Contract Value</p> <p>36.21 Each Commissioner must make payments on account to the Provider in accordance with the following provisions of Service Condition 36.22, or if applicable Service Conditions 36.23 and 36.24.</p>	<p>Other Providers – Expected Annual Contract Value agreed</p>
<p>36.22 The Provider must supply to each Commissioner a monthly invoice before the first day of each month setting out the amount to be paid by that Commissioner for that month. The amount to be paid shall be one twelfth of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the fifteenth day of each month (or other day agreed by the Provider and the Co-ordinating Commissioner in writing) after the Service Commencement Date each Commissioner must pay such amount to the Provider.</p>	<p>Other Providers – Expected Annual Contract Value agreed</p>
<p>36.23 If the Service Commencement Date is not 1 April the timing and amounts of the payments for the period starting on the Service Commencement Date and ending on the following 31 March will be as set out in Schedule 3 Part A (<i>Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements</i>) Table 4.</p>	<p>Other Providers – Expected Annual Contract Value agreed</p>
<p>36.24 If the date of expiry of this Contract is not 31 March the timing and amounts of the payments for the period starting on the 1 April prior to expiry and ending on the date of expiry will be as set out in Schedule 3 Part A (<i>Permitted Variations to Tariff, Non-Tariff Prices and Other Payment Arrangements</i>) Table 4.</p>	<p>Other Providers – Expected Annual Contract Value agreed</p>

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<p>Reconciliation for Services where Full Tariff or Permitted Variations to Tariff Prices apply where the Parties have agreed an Expected Annual Contract Value</p> <p>36.25 For Services to which Full Tariff or Permitted Variations to Tariff apply (and where applicable in relation to reconciliations in accordance with Service Condition 36.29), in order to confirm the actual sums payable for the Services delivered, the Co-ordinating Commissioner must provide a separate reconciliation account for itself and each Commissioner for each month showing the sum equal to the Prices for all the Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 (<i>Information Requirements</i>) and must be sent by the Co-ordinating Commissioner to the Provider within 15 Operational Days after the end of the month to which it relates.</p>	<p style="text-align: center;">Expected Annual Contract Value agreed (Tariff Services and Permitted Variations to Tariff Services)</p>
<p>36.26 The Provider must either agree the reconciliation account produced in accordance with Service Condition 36.25 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.42. The Provider must not unreasonably withhold or delay its agreement.</p>	<p style="text-align: center;">Expected Annual Contract Value agreed (Tariff Services)</p>
<p>36.27 Following the First Reconciliation Point, the Co-ordinating Commissioner must raise with the Provider any data validation queries it has and the Provider must answer those queries promptly and fully. The Parties must use all reasonable endeavours to resolve any queries by the Post Reconciliation Inclusion Date.</p>	<p style="text-align: center;">Expected Annual Contract Value agreed (Tariff Services)</p>
<p>36.28 The Co-ordinating Commissioner must send the Provider a final reconciliation account for each month within 5 Operational Days after the Final Reconciliation Point for that month. The final reconciliation account must either be agreed by the Provider, or be wholly or partially contested by the Provider in accordance with Service Condition 36.42. The Provider must not unreasonably withhold or delay its agreement.</p>	<p style="text-align: center;">Expected Annual Contract Value agreed (Tariff Services)</p>
<p>Reconciliation for Services to which Non-Tariff Prices apply where the Parties have agreed an Expected Annual Contract Value</p> <p>36.29 For Services to which a Non-Tariff Price applies, reconciliation must be carried out on the basis of either:</p> <p style="padding-left: 40px;">36.29.1 the reconciliation provisions set out in Service Condition 36.30 and 36.31; or</p> <p style="padding-left: 40px;">36.29.2 the reconciliation provisions relating to National Tariff set out in Service Conditions 36.25 to 36.28 (inclusive),</p> <p>as the Co-ordinating Commissioner specifies from time to time.</p>	<p style="text-align: center;">Expected Annual Contract Value agreed (Non-Tariff Services)</p>

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<p>36.30 In order to ascertain the actual sums payable for delivered Services to which Non-Tariff Prices apply, the Co-ordinating Commissioner must provide a separate reconciliation account for itself and each Commissioner for each month (unless otherwise agreed by the Parties in writing in accordance with the PbR Rules), showing the sum equal to the Non-Tariff Prices for all relevant Services delivered and completed in that month. That reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under Service Condition 28 (<i>Information Requirements</i>) and sent by the Co-ordinating Commissioner to the Provider within 5 Operational Days after the Reconciliation Point for the month to which it relates.</p>	<p>Expected Annual Contract Value agreed (Non-Tariff Services)</p>
<p>36.31 The Provider must either agree the reconciliation account produced in accordance with Service Condition 36.30 or wholly or partially contest the reconciliation account in accordance with Service Condition 36.42. The Provider must not unreasonably withhold or delay its agreement.</p>	<p>Expected Annual Contract Value agreed (Non-Tariff Services)</p>
<p>36.32 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.</p>	<p>Expected Annual Contract Value agreed (Non-Tariff Services)</p>
<p style="text-align: center;">Other aspects on reconciliation for both Tariff Prices and Non-Tariff Prices where the Parties have agreed an Expected Annual Value</p> <p>36.33 The Provider's agreement of a reconciliation account or agreement of a final reconciliation account as the case may be (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner to the Provider or by the Provider to the relevant Commissioner, as appropriate. The Provider must supply to the Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or issue of the credit note.</p>	<p>Expected Annual Contract Value agreed (Tariff and Non-Tariff Services)</p>
<p style="text-align: center;">Payment where the Parties have not agreed an Expected Annual Contract Value for any Services</p> <p>36.34 In respect only of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider must issue a monthly invoice at the end of each month to each Commissioner in respect of those Services provided for that Commissioner in that month. Subject to Service Condition 36.42, the Commissioner must settle the invoice within 10 Operational Days of its receipt.</p>	<p>Expected Annual Contract Value not agreed</p>

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GENERAL PROVISIONS	
<p>No Payment for Operational Standards and National Quality Requirements</p> <p>36.35 The Provider must repay to the relevant Commissioner or the relevant Commissioner will not pay the Provider (as appropriate), the relevant sums set out in Schedule 4 Part A (<i>Operational Standards</i>) and/or Schedule 4 Part B (<i>National Quality Requirements</i>) (as may be amended from time to time by Guidance) for any Service or part of a Service in relation to which the relevant threshold has been breached.</p>	All Providers
<p>Never Events</p> <p>36.36 If, and each time, a Never Event occurs, the Commissioner will apply the Never Event Consequence set out in Schedule 4 Part D (<i>Never Events</i>) applicable to the Never Event.</p>	All Providers
<p>Statutory and Other Charges</p> <p>36.37 Where applicable, the Provider must administer all statutory benefits to which the Service User is entitled and within a maximum of 20 Operational Days following receipt of an appropriate invoice the relevant Commissioner must reimburse the Provider any statutory benefits correctly administered.</p>	All Providers
<p>36.38 The Provider must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Services, and must account to whoever the Co-ordinating Commissioner reasonably directs in respect of those charges.</p>	All Providers
<p>36.39 In its performance of this Contract the Provider must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Contract, the Law and/or Guidance.</p>	All Providers
<p>Patient Pocket Money</p> <p>36.40 The Provider must administer and pay all Patient Pocket Money to which a Service User is entitled to that Service User in accordance with Good Practice and the local arrangements that are in place and the relevant Commissioner must reimburse the Provider within 20 Operational Days following receipt of an appropriate invoice any Patient Pocket Money correctly administered and paid to the Service User.</p>	All Providers
<p>VAT</p> <p>36.41 Payment is exclusive of any applicable VAT for which the Commissioners will be additionally liable to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time.</p>	All Providers

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<p>Contested Payments</p> <p>36.42 If a Party contests all or any part of any payment calculated in accordance with this Service Condition 36:</p> <p>36.42.1 the contesting Party must:</p> <p style="padding-left: 40px;">36.42.1.1 (in the case of the Provider) within 5 Operational Days of the reconciliation account in accordance with Service Condition 36.25 or 36.30, or the final reconciliation account in accordance with Service Condition 36.28 (as appropriate); and</p> <p style="padding-left: 40px;">36.42.1.2 (in the case of a Commissioner) within 5 Operational Days of receipt of an invoice in accordance with Service Condition 36.20 or 36.34,</p> <p style="padding-left: 40px;">notify the other Party or Parties, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested.</p> <p>36.42.2 any uncontested amount must be paid in accordance with this Contract by the Party from whom it is due; and</p> <p>36.42.3 if the matter has not been resolved within 20 Operational Days of the date of notification under Service Condition 36.42.1, the contesting Party must refer the matter to Dispute Resolution,</p> <p>and following the resolution of any Dispute referred to Dispute Resolution in accordance with this Service Condition 36.42, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. The Provider must make any payment due to the Commissioner immediately together with interest calculated in accordance with Service Condition 36.43. For the purposes of Condition 36.43 the date the amount was due will be the date it would have been due had the amount not been disputed.</p>	<p>All Providers</p>
<p>Interest on Late Payments</p> <p>36.43 Subject to any express provision of this Contract to the contrary (including without limitation the Provisions relating to Withholding and/or Retention of Payment), each Party will be entitled, in addition to any other right or remedy, to receive Interest on any payment not made from the day after the date on which payment was due up to and including the date of payment.</p>	<p>All Providers</p>
<p>Set Off</p> <p>36.44 Whenever any sum is due from one Party to another as a consequence of reconciliation under this Service Condition 36 or Dispute Resolution, the Party due to be paid that sum may deduct it from any amount that it is due</p>	<p>All Providers</p>

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<p>to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.</p>	
<p>Other Clinical Arrangements</p> <p>36.45 If the Provider is a party to any Other Clinical Arrangement under which it may provide Alternate Activity, the Provider must not provide that Alternate Activity as part of the Services under this Contract, but must provide it under the Other Clinical Arrangement.</p>	<p>YES/NO</p>
<p>36.46 If, notwithstanding Service Condition 36.45, the Provider provides any Alternate Activity within the Services under this Contract, then:</p> <p>36.46.1 in relation to any Alternate Activity which could have been provided within the scope of a fixed or guaranteed payment commitment under an Other Clinical Arrangement, the Provider must waive its right to payment from the Other NHS Party under that Other Clinical Arrangement by an amount equal to the price payable under this Contract for that Alternate Activity; and</p> <p>36.46.2 the relevant Other NHS Party must have the right to enforce the obligation in Service Condition 36.46.1 notwithstanding that that Other NHS Party may not be a party to this Contract.</p>	<p>YES/NO</p>
<p>QUALITY REQUIREMENTS AND INCENTIVE SCHEMES</p>	
<p>SC37 Local Quality Requirements and Quality Incentive Scheme</p> <p>37.1 The Parties must comply with their duties under the Law to improve the quality of clinical and/or care services for Service Users through the integrated governance arrangements set out in the National Standards and having regard to Guidance.</p> <p>37.2 Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under the Provider's Licence (if any) or required by any relevant Regulatory or Supervisory Body.</p> <p>37.3 Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements and Quality Incentive Scheme Indicators that are to apply in respect of that Contract Year. In order to secure continual improvement in the quality of the Services, those Local Quality Requirements and Quality Incentive Scheme Indicators must not, except in exceptional circumstances, be lower or less onerous than those for the previous Contract Year. The Co-ordinating Commissioner and the Provider must give effect to those revised Local Quality Requirements and Quality Incentive Scheme Indicators by means of a Service Variation.</p>	<p>All</p> <p>All</p> <p>All</p>

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37.4	If revised Local Quality Requirements and/or Quality Incentive Scheme Indicators cannot be agreed between the Parties, the Parties must refer the matter to Dispute Resolution.	All
37.5	For the avoidance of doubt, the Quality Incentive Scheme Indicators will apply in addition to and not in substitution of the Local Quality Requirements.	All
SC38 Commissioning for Quality and Innovation (CQUIN)		
38.1	The Provider must put in place measures to satisfy the IHW Prequalification Criteria. The Provider must liaise with the Commissioners in order to ensure that those measures are aligned with the Commissioners' local commissioning strategies.	All
38.2	If the Provider:	
38.2.1	has satisfied 50% or more of the applicable IHW Prequalification Criteria; and	All
38.2.2	has satisfied a CQUIN Indicator,	
	a CQUIN Payment will be payable by the Commissioners to the Provider in accordance with CQUIN Tables 1-6.	
	Payment on Account	
38.3	Before the start of each Contract Year the Co-ordinating Commissioner and the Provider may agree a schedule of payments to be made by the Commissioners during the relevant Contract Year on account in expectation of the Provider satisfying the CQUIN Indicators. That schedule of payments must be recorded in CQUIN Table 7.	All
38.4	Each Commissioner must, on receipt of the appropriate invoice, pay to the Provider its CQUIN Payments on Account in accordance with CQUIN Table 7.	All
	CQUIN Performance Report	
38.5	The Provider must submit to the Co-ordinating Commissioner a CQUIN Performance Report at the frequency and otherwise in accordance with the National Requirements Reported Locally.	All
38.6	The Co-ordinating Commissioner must review and discuss with each Commissioner the contents of each CQUIN Performance Report.	All
38.7	If any Commissioner wishes to challenge the content of any CQUIN Performance Report (including the clinical or other supporting evidence included in it) the Co-ordinating Commissioner must serve a CQUIN Query Notice on the Provider within 10 Operational Days of receipt of the CQUIN Performance Report.	All
38.8	In response to any CQUIN Query Notice the Provider must, within 10 Operational Days of receipt, either:	All

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<p>38.8.1 submit a revised CQUIN Performance Report (including, where appropriate, further supporting evidence); or</p> <p>38.8.2 refer the matter to Dispute Resolution.</p>	
<p>38.9 If the Provider submits a revised CQUIN Performance Report in accordance with Service Condition 38.8, the Co-ordinating Commissioner must, within 10 Operational Days of receipt, either:</p> <p>38.9.1 accept the revised CQUIN Performance Report; or</p> <p>38.9.2 refer the matter to Dispute Resolution.</p>	All
<p>38.10 The CQUIN Payments on Account may be adjusted from time to time as may be set out in CQUIN Table 7, on the basis of accepted CQUIN Performance Reports.</p>	All
Reconciliation	
<p>38.11 Within 20 Operational Days following the latest of:</p> <p>38.11.1 the end of the Contract Year;</p> <p>38.11.2 the agreement or resolution of all CQUIN Performance Reports in respect of that Contract Year,</p> <p>the Co-ordinating Commissioner must submit a CQUIN Reconciliation Account to the Provider.</p>	All
<p>38.12 If payment is made in accordance with Clause 38.14 before the final reconciliation account for the relevant Contract Year is agreed under Service Condition 36 (<i>Payment Terms</i>), and the Actual Annual Value for the relevant Contract Year is not the same as the Expected Annual Contract Value against which the CQUIN Payment was calculated, the Co-ordinating Commissioner must within 10 Operational Days following the agreement of the final reconciliation account under Service Condition 36.28 (<i>Payment Terms</i>), send the Provider a reconciliation statement reconciling the CQUIN Payment against what it would have been had it been calculated against the Actual Annual Value.</p>	All
<p>38.13 Within 5 Operational Days of receipt of either the CQUIN Reconciliation Account under Service Condition 38.11 or the reconciliation statement under Service Condition 38.12 (as the case may be), the Provider must either agree or wholly or partially contest it in accordance with Service Condition 38.15. The Provider's agreement of either the CQUIN Reconciliation Account under Service Condition 38.11 or the reconciliation statement under Service Condition 38.12 must not be unreasonably withheld or delayed.</p>	All
<p>38.14 The Provider's agreement of the CQUIN Reconciliation Account under Service Condition 38.11 or a reconciliation statement under Service Condition 38.12 (or where agreed in part in relation to that part) will trigger a reconciliation payment by each relevant Commissioner to the Provider or by the Provider to each relevant Commissioner (as appropriate). The Provider must supply to the Commissioner an invoice or credit note (as appropriate) within 5 Operational Days of the agreement and payment</p>	All

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<p>must be made within 10 Operational Days following receipt of the invoice or issue of the credit note.</p> <p>38.15 If the Provider contests either the CQUIN Reconciliation Account or the reconciliation statement:</p> <p>38.15.1 the Provider must within 5 Operational Days notify the Co-ordinating Commissioner accordingly, setting out in reasonable detail the reasons for contesting the account, and in particular identifying which elements are contested and which are not contested;</p> <p>38.15.2 any uncontested payment identified in either the CQUIN Reconciliation Account under Service Condition 38.11 or the final reconciliation account must be paid in accordance with Service Condition 38.14 by the Party from whom it is due; and</p> <p>38.15.3 if the matter has not been resolved within 20 Operational Days following the date of notification under Service Condition 38.15.1, either Party may refer the matter to Dispute Resolution,</p> <p>and within 20 Operational Days following the resolution of any Dispute referred to Dispute Resolution in accordance with this Service Condition 39.15, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. The Provider shall make any payment due to the Commissioner immediately together with interest calculated in accordance with Service Condition 36.43. For the purposes of Service Condition 36.43 the date the amount was due will be the date it would have been due had the amount not been disputed.</p>	All
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First published 4 February 2013
Updated 18 February 2013
Published in electronic format only.