

NHS Standard Contract 2014/15

Particulars



NHS Standard Contract

2014/15

Particulars

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NHS ENGLAND
2014/15 NHS STANDARD CONTRACT
PARTICULARS

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

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CONTRACT

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

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

as completed and agreed by the Parties and as varied from time to time in accordance with General Condition 13 (*Variations*).

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

SIGNED by

Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT COMMISSIONER NAME]

Title

.....
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT PROVIDER NAME]

Title

.....
Date

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SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	
Expected Service Commencement Date	
Longstop Date	
Commissioner Documents	Set out in Schedule 1 Part B or None
Service Commencement Date	
Contract Term	[] Years/Months [Subject to extension in accordance with Schedule 1 Part C]
Option to extend Contract Term	YES/NO By [] months/years
Expiry Date	[] [Subject to extension in accordance with Schedule 1 Part C]

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SERVICES	
Service Categories	Tick all that apply
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Care Home Services (CH)	
Community Pharmaceutical Services (Ph)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
Hospice Services (H)	
Mental Health and Learning Disability Services (MH)	
Mental Health Secure Services (MHSS)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Substance Misuse Services (SM)	
Surgical Services in a Community Setting (S)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
Service Requirements	
Service Specifications	Set out in Schedule 2 Part A
Indicative Activity Plan	Set out in Schedule 2 Part B or Not applicable
Activity Planning Assumptions	Set out in Schedule 2 Part C or Not applicable
Essential Services (NHS Trusts only)	Set out in Schedule 2 Part D or Not applicable
Services to which 18 Weeks applies	YES/NO

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PAYMENT	
National Prices	YES [List Services, by Specification No. if desired] or Not applicable
Local Prices	Set out in Schedule 3 Part A or Not applicable
Local Variations	Set out in Schedule 3 Part B or Not applicable
Local Modifications	Set out in Schedule 3 Part C Or Not applicable
Small Provider	YES/NO
Expected Annual Contract Value Agreed	YES/NO
Any Services not included in Expected Annual Contract Value	YES/NO
First/Last Contract Year less than 12 months	YES/NO
Notice given to aggregate payments	YES/NO
Notice given to disaggregate payments	YES/NO

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QUALITY	
Sanction Variations	YES/NO
CQUIN Scheme(s)	YES/NO
CQUIN Variations	YES/NO
CQUIN Payments on Account Made	Monthly/Other (Specify)
Local Incentive Scheme	YES/NO
Provider type	NHS Foundation Trust/NHS Trust Other
Clostridium Difficile Baseline Threshold	[] or Nil or Not applicable

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GOVERNANCE AND REGULATORY	
Documents Relied On	Set out in Schedule 5 Part A or Not applicable
Mandatory Material Sub-Contractors	Set out in Schedule 5 Part B1 or Not applicable
Permitted Material Sub-Contractors	Set out in Schedule 5 Part B2 or Not applicable
IPR	Set out in Schedule 5 Part C or Not applicable
Commissioner Roles and Responsibilities	Set out in Schedule 5 Part D
Nominated Mediation Body	CEDR/Other – []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding and Prevent Lead	[] Email: [] Tel: []

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

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PENSIONS	
New Fair Deal applies	YES/NO

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

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

The Provider must complete the following actions:

[Insert text locally as required]

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B. Commissioner Documents

Date	Document	Description
Insert text locally or state Not Applicable		

C. Extension of Contract Term

1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by [] months/year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 6 months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

Or

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

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

All subheadings for local determination and agreement

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

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

3.3 Population covered

3.4 Any acceptance and exclusion criteria and thresholds

3.5 Interdependence with other services/providers

4. Applicable Service Standards

4.1 Applicable national standards (eg NICE)

4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)

4.3 Applicable local standards

5. Applicable quality requirements and CQUIN goals

5.1 Applicable Quality Requirements (See Schedule 4 Parts [A-D])

5.2 Applicable CQUIN goals (See Schedule 4 Part [E])

6. Location of Provider Premises

The Provider's Premises are located at:

7. Individual Service User Placement

B. Indicative Activity Plan

Insert text locally or state Not Applicable

C. Activity Planning Assumptions

Insert text locally or state Not Applicable

D. Essential Services

Insert text locally or state Not Applicable

E. Essential Services Continuity Plan

Insert text locally or state Not Applicable

F. Clinical Networks

Insert text locally or state Not Applicable

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Insert text locally or state Not Applicable		

H. Transition Arrangements

Insert text locally or state Not Applicable

I. Exit Arrangements

Insert text locally or state Not Applicable

J. Social Care Provisions

Insert text locally or state Not Applicable

K. Transfer of and Discharge from Care Protocols

Insert text locally

L. Safeguarding Policies

Insert text locally

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

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

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

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

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

C. Local Modifications

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>). For each Local Modification application granted by Monitor, copy or attach the decision notice published by Monitor. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.
Or state Not Applicable*

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

D. Marginal Rate Emergency Rule: Agreed Baseline Value

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

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

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

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F. Expected Annual Contract Values

Commissioner	Expected Annual Contract Value <i>(Where applicable, specify Expected Annual Contract Value including and excluding anticipated values of any high cost drugs, devices and procedures (as listed in the National Tariff) expected to be used in connection with the relevant Services)</i>
Insert text and/or attach spreadsheets or documents locally	
Total	

G. Notices to Aggregate / Disaggregate Payments

Insert text locally as and when required or state Not Applicable

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

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

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	RTT waiting times for non-urgent consultant-led treatment					
CB_B1	Percentage of admitted Service Users starting treatment within a maximum of 18 weeks from Referral	Operating standard of 90% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £400 in respect of each excess breach above that threshold	Monthly	Services to which 18 Weeks applies
CB_B2	Percentage of non-admitted Service Users starting treatment within a maximum of 18 weeks from Referral	Operating standard of 95% at specialty level (as reported on Unify)	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £100 in respect of each excess breach above that threshold	Monthly	Services to which 18 Weeks applies
CB_B3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no	Operating standard of 92% at specialty level	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the	Monthly	Services to which 18 Weeks applies

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	more than 18 weeks from Referral	(as reported on Unify)		threshold, £100 in respect of each excess breach above that threshold		
	Diagnostic test waiting times					
CB_B4	Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test	Operating standard of >99%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Monthly	A C CR D
	A&E waits					
CB_B5	Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department	Operating standard of 95%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 8% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Cancer waits - 2 week wait					
CB_B6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R
CB_B7	Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	A CR R
	Cancer waits – 31 days					
CB_B8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
CB_B9	Percentage of Service Users waiting no more than 31 days for	Operating standard of 94%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance	Quarterly	A CR R

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	subsequent treatment where that treatment is surgery			permitted by the threshold, £1,000 in respect of each excess breach above that threshold		
CB_B10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
CB_B11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
	Cancer waits – 62 days					
CB_B12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
CB_B13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	Review of monthly Service Quality Performance Report	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold	Quarterly	A CR R
CB_B14	Percentage of Service Users waiting no more than 62 days for first definitive treatment following a consultant's decision to upgrade the priority of the Service User (all cancers)	[Insert as per local determination]	Review of monthly Service Quality Performance Report	[Insert as per local determination]	Quarterly	A CR R
	Category A ambulance calls					
CB_B15_01	Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes	Operating standard of 75%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums	Monthly withholding, annual reconciliation	AM

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
				returned (with no interest) if annual performance is met		
CB_B15_02	Percentage of Category A Red 2 ambulance calls resulting in an emergency response arriving within 8 minutes	Operating standard of 75%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums returned (with no interest) if annual performance is met	Monthly withholding, annual reconciliation	AM
CB_B16	Percentage of Category A calls resulting in an ambulance arriving at the scene within 19 minutes	Operating standard of 95%	Performance measured monthly with annual reconciliation	Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withheld sums returned (with no interest) if annual performance is met	Monthly withholding, annual reconciliation	AM
	Mixed sex accommodation breaches					
CB_B17	Sleeping Accommodation Breach	>0	Verification of the monthly data provided pursuant to	£250 per day per Service User affected	Monthly	A CR

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Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
			Schedule 6 Part C in accordance with the Professional Letter			MH
	Cancelled operations					
CB_B18	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice	Number of Service Users who are not offered another binding date within 28 days >0	Review of monthly Service Quality Performance Report	Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR S
	Mental health					
CB_B19	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care	Operating standard of 95%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Quarterly	MH MHSS

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B. National Quality Requirements

	National Quality Requirement	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Monthly or annual application of consequence	Applicable Service Category
CB_A15	Zero tolerance MRSA	>0	Review of monthly Service Quality Performance Report	£10,000 in respect of each incidence in the relevant month	Monthly	A
CB_A16	Minimise rates of Clostridium difficile	[Insert Baseline Threshold identified for Provider]	Review of monthly Service Quality Performance Report	As set out in Schedule 4 Part G, in accordance with applicable Guidance	Annual	A
CB_S6	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	Review of monthly Service Quality Performance Report	£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
CB_S7a	All handovers between ambulance and A & E must take place within 15	>0	Review of monthly Service Quality Performance Report	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

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	National Quality Requirement	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Monthly or annual application of consequence	Applicable Service Category
	minutes with none waiting more than 30 minutes					
CB_S7b	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes	>0	Review of monthly Service Quality Performance Report	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with CB_S7a consequence) in the relevant month	Monthly	A+E
CB_S8a	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes	>0	Review of monthly Service Quality Performance Report	£20 per event where > 30 minutes in the relevant month	Monthly	AM
CB_S8b	Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes	>0	Review of monthly Service Quality Performance Report	£100 per event where > 60 minutes (in total, not aggregated with CB_S8a consequence) in the relevant month	Monthly	AM
CB_S9	Trolley waits in A&E not longer than 12 hours	>0	Review of monthly Service Quality Performance Report	£1,000 per incidence in the relevant month	Monthly	A+E
CB_S10	No urgent operation should be cancelled for a second time	>0	Review of monthly Service Quality Performance Report	£5,000 per incidence in the relevant month	Monthly	A CR
	VTE risk assessment: all inpatient Service Users undergoing risk	95%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance	Monthly	A

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	National Quality Requirement	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Monthly or annual application of consequence	Applicable Service Category
	assessment for VTE, as defined in Contract Technical Guidance			permitted by the threshold, £200 in respect of each excess breach above that threshold		
	Publication of Formulary	Continuing failure to publish	Publication on Provider's website	Withholding of up to 1% of the Actual Monthly Value per month until publication	Monthly	A MH MHSS CR R
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident (as per Guidance)	[Insert as per local determination]	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
	Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	A MH MHSS
	Completion of a valid NHS Number field in A&E commissioning data sets	95%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance	Monthly	A&E

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	National Quality Requirement	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Monthly or annual application of consequence	Applicable Service Category
	submitted via SUS, as defined in Contract Technical Guidance			permitted by the threshold, £10 in respect of each excess breach above that threshold		
	Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of monthly Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH MHSS

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C. Local Quality Requirements

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

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D. Never Events

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	Applicability	Applicable Service Category
SURGICAL					
Wrong site surgery	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A S
Wrong implant/prosthesis	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A S
Retained foreign object post-operation	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A S

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MEDICATION					
Wrongly prepared high-risk injectable medication	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
Maladministration of potassium-containing solutions	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	A
Wrong route administration of chemotherapy	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A CR
Wrong route administration of oral/enteral treatment	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure	All Healthcare Settings	All except PT

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			or necessary care in consequence of the Never Event		
Intravenous administration of epidural medication	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All except PT, Ph
Maladministration of insulin	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
Overdose of midazolam during conscious sedation	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A S
Opioid overdose of an opioid-naïve Service User	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this	All Healthcare Settings	All except PT

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			Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event		
Inappropriate administration of daily oral methotrexate	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
MENTAL HEALTH					
Suicide using non-collapsible rails	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All mental health inpatient premises	MH MHSS
Escape of a transferred prisoner	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All medium and high secure mental health inpatient premises	MH MHSS
GENERAL HEALTHCARE					
Falls from unrestricted windows	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or	All Healthcare Premises	All except AM, PT, Ph

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		Quality Performance Report	episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event		
Entrapment in bedrails	>0	Review of reports submitted to/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All adult inpatient premises	A MH MHSS
Transfusion of ABO incompatible blood components	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A&E A AM CR R SM S U
Transplantation of ABO incompatible organs as a result of error	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A
Misplaced naso- or oro-gastric tubes	>0	Review of reports submitted to NRLS/Serious Incidents	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the	All Healthcare	All except PT, Ph

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		reports and monthly Service Quality Performance Report	costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	Premises	
Wrong gas administered	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All except PT, Ph, CH
Failure to monitor and respond to oxygen saturation	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All except PT
Air embolism	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All except PT

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Misidentification of Service Users	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All
Severe scalding of Service Users	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	All
MATERNITY					
Maternal death due to post-partum haemorrhage after elective caesarean section	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Premises	A

E. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Schemes

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

CQUIN Table 2: CQUIN Payments on Account

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

F. Local Incentive Scheme

Insert text locally or state Not Applicable

G. Clostridium difficile

Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust

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

$$Y = 0$$

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

where:

A = the actual number of cases of Clostridium difficile in respect of all NHS patients treated by the Provider in the Contract Year

B = the Baseline Threshold (the figure as notified to the Provider and recorded in the Particulars, being the Provider's threshold for the number of cases of Clostridium difficile for the Contract Year, in accordance with Guidance)

C = $\frac{\text{no. of inpatient bed days in respect of Service Users in the Contract Year}}{\text{no. of inpatient bed days in respect of all NHS patients treated by the Provider in the Contract Year}}$

The financial adjustment is calculated on the basis of annual performance. For the purposes of Service Condition 36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

Clostridium difficile adjustment: Other Providers

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

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

The financial adjustment is calculated on the basis of annual performance. For the purposes of Service Condition 36.47 (*Operational Standards, National Quality Requirements and Local Quality Requirements*), any repayment or withholding in respect of Clostridium difficile performance will be made in respect of the final quarter of the Contract Year.

H. Sanction Variations

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

I. CQUIN Variations

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

SCHEDULE 5 - GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Insert text locally or state Not Applicable	

Documents supplied by Commissioners

Date	Document
Insert text locally or state Not Applicable	

B1. Provider's Mandatory Material Sub-Contractors

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

B2. Provider's Permitted Material Sub-Contractors

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

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C. IPR

Commissioner IPR

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

Provider IPR

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

D. Commissioner Roles and Responsibilities

Co-ordinating Commissioner	Role/Responsibility
Insert text locally	

E. Partnership Agreements

To which the Provider is a party:

Date	Parties	Description
Insert text locally or state Not Applicable		

To which a Commissioner is a party:

Date	Parties	Description
Insert text locally or state Not Applicable		

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Recorded Variations

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

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B. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the list of assessed mandated collections published on the HSCIC website to be found at http://www.hscic.gov.uk/datacollections as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. PROMS	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
3. NDTMS	As set out in NTA Guidance	As set out in NTA Guidance	As set out in NTA Guidance	SM
National Requirements Reported Locally				
1. Monthly Activity Report	Monthly		Using SUS data, where applicable	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events, including, without limitation: 2.1 details of any thresholds	Monthly		Submit to Co-ordinating Commissioner within 10 Operational Days of the end of the month to which it relates.	All

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<p>that have been breached and any Never Events that have occurred;</p> <p>2.2 details of all requirements satisfied;</p> <p>2.3 details of, and reasons for, any failure to meet requirements and;</p> <p>2.4 the outcome of all Root Cause Analyses and audits performed pursuant to Service Condition 20 (<i>Venous Thromboembolism</i>).</p>				<p>All</p> <p>All</p> <p>A</p>
<p>3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied</p>				<p>All</p>
<p>4. Monthly report on performance against the HCAI Reduction Plan</p>	<p>Monthly</p>			<p>All</p>
<p>5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints</p>				<p>All</p>

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6.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7.	Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	CR R
8.	Monthly summary report of all incidents requiring reporting	Monthly			All
9.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
10.	Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres, and from ambulance services paramedics (where the casualties do not require A&E department, urgent care and walk-in centre attendance), to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (College of Emergency Medicine Clinical Guidance Information Sharing to Reduce Community Violence (July 2009))	Monthly	As set out in relevant Guidance	As set out in relevant Guidance	A A+E AM U

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11. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with General Condition 5.2 (<i>Staff</i>)	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)			All
Local Requirements Reported Locally				
Insert as agreed locally				

C. Data Quality Improvement Plan

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

D. Incidents Requiring Reporting Procedure

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

Insert text locally

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E. Service Development and Improvement Plan

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
Insert text locally				[Subject to General Condition 9 (<i>Contract Management</i>)] or [locally agreed]

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F. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance
Service User Survey [Insert further description locally]			
Staff Surveys [Insert further description locally]	[NHS Staff Survey: where required by Guidance] [Other]	[NHS Staff Survey: where required by Guidance] [Other]	[NHS Staff Survey: where required by Guidance] [Other]
Carer Survey [Insert further description locally]			
[Other insert locally]			

SCHEDULE 7 – PENSIONS

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

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