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Comparison document

NHS Standard Contract 2023/24

Service Conditions (Shorter Form)

Version 1, March 2023

This comparison document shows the 'tracked changes' between the 2022/23 NHS Standard Contract shorter-form Service Conditions published in March 2022, and the final version of the 2023/24 NHS Standard Contract shorter-form Service Conditions published in March 2023.

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Some Conditions apply only to some services within particular service categories, as indicated in the right column using the abbreviations set out below. The Parties have indicated in the Particulars the Service Categories applicable to this Contract:

All services categories	All
Continuing Healthcare Services (including continuing care for children)	CHC
Community Services	CS
Diagnostic, Screening and/or Pathology Services	D
End of Life Care Services	ELC
Mental Health and Learning Disability Services	MH
Patient Transport Services (non-emergency)	PT

SC1	**Compliance with the Law and the NHS Constitution**	
1.1	The Provider must provide the Services in accordance with the Fundamental Standards of Care and the Service Specifications.	**All**
1.2	The Parties must perform their respective obligations under this Contract in accordance with: 1.2.1 the terms of this Contract; and 1.2.2 the Law; and 1.2.3 Good Practice. The Provider must, when requested by the Co-ordinating Commissioner, provide evidence of the development and updating of its clinical process and procedures to reflect Good Practice.	**All**
1.3	The Parties must abide by and promote awareness of the NHS Constitution, including the rights and pledges set out in it. The Provider must ensure that all Sub-Contractors and all Staff abide by the NHS Constitution.	**All**
SC2	**Regulatory Requirements**	
2.1	The Provider must: 2.1.1 comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body, and with any requirements, standards and recommendations issued from time to time by such a body; 2.1.2 consider and respond to the recommendations arising from any audit, clinical outcome review programme, Serious Incident investigation report, Patient Safety Incident investigation report, or any other patient safety review process; 2.1.3 comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Co-ordinating Commissioner and the Provider; 2.1.4 comply, where applicable, with the recommendations contained in NICE Technology Appraisals and have regard to other Guidance issued by NICE from time to time; and 2.1.5 respond to any reports and recommendations made by Local Healthwatch.	**All**
SC3	**Service Standards**	
3.1	The Provider must not breach the thresholds in respect of the National Quality Requirements and Local Quality Requirements.	**All**
3.2	A failure by the Provider to comply with SC3.1 will be excused if it is directly attributable to or caused by an act or omission of a Commissioner, but will not be excused if the failure was caused primarily by an increase in Referrals.	**All**
3.3	The Provider must continually review and evaluate the Services, must act on insight derived from those reviews and evaluations, from feedback, complaints, audits, clinical outcome review programmes, Patient Safety Incidents and from the involvement of Service Users, Staff, GPs and the public (including the outcomes of Surveys).	**All**

3.4	The Provider must implement policies and procedures for reviewing deaths of Service Users whilst under the Provider's care and for engaging with bereaved families and Carers.	**All**
SC4	**Co-operation**	
4.1	The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Contract. The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law, Good Practice and any guidance issued by the Secretary of State under sections 72 and 82 of the 2006 Act regarding the duty to co-operate, to facilitate the delivery of high quality, co-ordinated and integrated care for Service Users.	**All**
4.2	The Provider must, in co-operation with each Primary Care Network and with each other provider of health or social care services listed in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes),* perform any obligations on its part set out or referred to in Schedule 2Ai (*Service Specifications – Enhanced Health in Care Homes*) and/or Schedule 2G (*Other Local Agreements, Policies and Procedures*).	**CS, MH**
SC5	**Commissioner Requested Services**	
5.1	The Provider must comply with its obligations under the Provider Licence (if required) in respect of any Services designated as CRS by any Commissioner from time to time in accordance with CRS Guidance.	**All**
5.2	The Provider (if it is an NHS Trust) must maintain its ability to provide, and must ensure that it is able to offer to the Commissioners, any Essential Services.	**All**
SC6	**Choice and Referral**	
6.1	The Parties must comply with Guidance issued by the Department of Health and Social Care and NHS England regarding patients' rights to choice of provider and Consultant or Healthcare Professional.	**All**
6.2	The Provider must accept any Referral of a Service User made in accordance with the Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	**All**
6.3	The existence of this Contract does not entitle the Provider to accept referrals in respect of, provide services to, nor to be paid for providing services to, individuals whose Responsible Commissioner is not a Party to this Contract, except: 6.3.1 where such an individual is exercising their legal right to choice as set out in the NHS Choice Framework, and then only if: 6.3.1.1 the service provided to that individual is a Service as described in any of the Service Specifications; and 6.3.1.2 where the relevant Service Specification identifies, as Provider's Premises, a postal address or addresses from which a Service User must or may attend to receive all or part of the Service, the service provided to that individual is delivered from such an address; or 6.3.2 where necessary for that individual to receive emergency treatment.	**All**

6.4	Except as permitted under the Service Specifications, the Provider must not carry out, nor refer to another provider to carry out, any treatment or care that is unrelated to a Service User's original Referral or presentation without the agreement of the Service User's GP.	**All**
	18 Weeks Information	
6.5	In respect of Consultant-led Services to which the 18 Weeks Referral-to-Treatment Standard applies, the Provider must ensure that the confirmation to the Service User of their first outpatient appointment includes the 18 Weeks Information.	**CS, MH**
SC7	**Intentionally Omitted**	
SC8	**Making Every Contact Count and Self Care**	
8.1	The Provider must develop and maintain an organisational plan to ensure that Staff use every contact that they have with Service Users and the public as an opportunity to maintain or improve health and wellbeing, in accordance with the principles and using the tools comprised in Making Every Contact Count Guidance.	**All**
8.2	Where clinically appropriate, the Provider must support Service Users to develop the knowledge, skills and confidence to take increasing responsibility for managing their own ongoing care.	**All**
SC9	**Intentionally Omitted**	
SC10	**Personalised Care**	
10.1	The Provider must comply with regulation 9 of the 2014 Regulations. In planning and reviewing the care or treatment which a Service User receives, the Provider must employ Shared Decision-Making, using supporting tools and techniques approved by the Co-ordinating Commissioner.	**All**
10.2	Where a Local Authority requests the cooperation of the Provider in securing an Education, Health and Care Needs Assessment, the Provider must use all reasonable endeavours to comply with that request within 6 weeks of the date on which it receives it.	**CS, MH**
SC11	**Transfer of and Discharge from Care**	
11.1	The Provider must comply with the Transfer of and Discharge from Care Protocols and all Law and Guidance (including Care (Education) and Treatment Review Guidance and Transfer and Discharge Guidance and Standards) relating to transfer of and discharge from care.	**All**
11.2	The Provider and each Commissioner must use its best efforts to support safe, prompt discharge from hospital and to avoid circumstances and transfers and/or discharges likely to lead to emergency readmissions or recommencement of care.	**All**
11.3	The Provider must issue the Discharge Summary to the Service User's GP and/or Referrer and to any third party provider within the timescale, and in accordance with any other requirements, set out in the relevant Transfer of and Discharge from Care Protocol.	**All except PT**

11.4	The Parties must comply with their obligations under the National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care and must co-operate with each other, with the relevant Local Authority and with other providers of health and social care as appropriate, to minimise the number of NHS Continuing Healthcare assessments which take place in an acute hospital setting.	**CHC, CS, ELC, MH**
SC12 Communicating With and Involving Service Users, Public and Staff		
12.1	The Provider must ensure that all communications about a Service User's care with that Service User (and, where appropriate, their Carer and/or Legal Guardian), their GP and other providers are clear and timely. The Provider must comply with the Accessible Information Standard.	**All**
12.2	The Provider must actively engage, liaise and communicate with Service Users (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and the public in an open, clear and accessible manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.	**All**
12.3	The Provider must: 12.3.1 carry out the Friends and Family Test Surveys as required in accordance with FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users; 12.3.2 carry out other Surveys as agreed with the Co-ordinating Commissioner from time to time; and 12.3.3 provide a written report to the Co-ordinating Commissioner on the results of each Survey.	**All**
SC13 Equity of Access, Equality and Non-Discrimination		
13.1	The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law.	**All**
13.2	The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments).	**All**
SC14 Intentionally Omitted		
SC15 Urgent Access to Mental Health Care		
15.1	The Parties must have regard to the Mental Health Crisis Care Concordat and must reach agreement on the identification of, and standards for operation of, Places of Safety in accordance with the Law, the 1983 Act Code, and the Royal College of Psychiatrists Standards.	**MH**

SC16 Complaints	
16.1 The Commissioners and the Provider must each publish, maintain and operate a complaints procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.	**All**
16.2 The Provider must: 16.2.1 provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact Local Healthwatch; and 16.2.2 ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Provider.	**All**
SC17 Services Environment and Equipment	
17.1 The Provider must: 17.1.1 ensure that the Services Environment and the Equipment comply with the Fundamental Standards of Care; and	**All**
17.1.2 comply with National Standards of Healthcare Cleanliness.	**All except PT**
17.2 Unless stated otherwise in this Contract, the Provider must at its own cost provide all Equipment necessary to provide the Services in accordance with the Law and any necessary Consents.	**All**
17.3 The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.	**All**
SC18 Green NHS	
18.1 In performing its obligations under this Contract the Provider must take all reasonable steps to minimise its adverse impact on the environment. The Provider must demonstrate to the Co-ordinating Commissioner how it will contribute towards a "Green NHS" with regard to Delivering a 'Net Zero' National Health Service commitments by taking specific actions and making appropriate adaptations with the aim of reducing air pollution, reducing the impact of climate change and severe weather, reducing use of single use plastics and reducing waste and water usage.	**All**
SC19 – SC20 Intentionally Omitted	

SC21 Infection Prevention and Control	
21.1 The Provider must comply with the Code of Practice on the Prevention and Control of Infections.	**All**
SC22 Intentionally Omitted	
SC23 Service User Health Records	
23.1 The Provider must accept transfer of, create and maintain Service User Health Records as appropriate for all Service Users. The Provider must securely store, retain and destroy those records in accordance with Data Guidance, Records Management Code of Practice for Health and Social Care and in any event in accordance with Data Protection Legislation.	**All**
23.2 At a Commissioner's reasonable request, the Provider must promptly deliver to any third party provider of healthcare or social care services nominated by that Commissioner a copy (or, at any time following the expiry or termination of this Contract, the original) of the Service User Health Record held by the Provider for any Service User for whom that Commissioner is responsible.	**All**
23.3 The Provider must give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.	**All**
23.4 Subject to and in accordance with Law and Guidance the Provider must: 23.4.1 ensure that the Service User Health Record includes the Service User's verified NHS Number; 23.4.2 use the NHS Number as the consistent identifier in all clinical correspondence (paper or electronic) and in all information it processes in relation to the Service User; and 23.4.3 be able to use the NHS Number to identify all Activity relating to a Service User.	**All**
23.5 The Commissioners must ensure that each Referrer (except a Service User presenting directly to the Provider for assessment and/or treatment) uses the NHS Number as the consistent identifier in all correspondence in relation to a Referral.	**All**
SC24 NHS Counter-Fraud Requirements	
24.1 The Provider must put in place and maintain appropriate measures to prevent, detect and investigate fraud, bribery and corruption, having regard to NHSCFA Requirements.	**All**
24.2 If the Provider: 24.2.1 is an NHS Trust; or 24.2.2 holds a Provider Licence (unless required to do so solely because it provides CRS as designated by the Commissioners or any other commissioner), it must take the necessary action to meet NHSCFA Requirements including in respect of reporting via the NHS fraud case management system.	**All**

24.3 If requested by the Co-ordinating Commissioner, NHSCFA or any Regulatory or Supervisory Body, the Provider must allow a person duly authorised to act on behalf of NHSCFA, on behalf of any Regulatory or Supervisory Body or on behalf of any Commissioner to review, in line with the NHSCFA Requirements, the counter-fraud measures put in place by the Provider. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the NHSCFA Requirements.	**All**
24.4 On becoming aware of any suspected or actual bribery, corruption or fraud involving NHS-funded services, the Provider must promptly report the matter to its nominated Local Counter Fraud Specialist and to NHSCFA.	**All**
SC25 Other Local Agreements, Policies and Procedures 25.1 The Parties must comply with their respective obligations under the documents contained in or referred to in Schedule 2G (*Other Local Agreements, Policies and Procedures*).	**All**
SC26 – SC27 Intentionally Omitted	
SC28 Information Requirements 28.1 The Provider must: 28.1.1 provide the information specified in and in accordance with this SC28 and Schedule 6A (*Reporting Requirements*); 28.1.2 where and to the extent applicable, conform to all NHS information standards notices, data provision notices and information and data standards approved or published by, the Secretary of State, NHS England or NHS Digital; 28.1.3 implement any other datasets and information requirements agreed from time to time between it and the Co-ordinating Commissioner; 28.1.4 comply with Data Guidance issued by NHS England and NHS Digital and with Data Protection Legislation in relation to protection of patient identifiable data; 28.1.5 subject to and in accordance with Law and Guidance and any relevant standards issued by the Secretary of State, NHS England or NHS Digital, use the Service User's verified NHS Number as the consistent identifier of each record on all patient datasets; 28.1.6 comply with Data Guidance and Data Protection Legislation on the use and disclosure of personal confidential data for other than direct care purposes, and 28.1.7 use all reasonable endeavours to optimise its performance under the Data Quality Maturity Index (where applicable) and must demonstrate its progress to the Co-ordinating Commissioner on an ongoing basis.	**All**
28.2 The Co-ordinating Commissioner may request from the Provider any information in addition to that to be provided under SC28.1 which any Commissioner reasonably and lawfully requires in relation to this Contract. The Provider must supply that information in a timely manner.	**All**

28.3	The Co-ordinating Commissioner must act reasonably in requesting the Provider to provide any information under this Contract, having regard to the burden which that request places on the Provider, and may not require the Provider to supply any information to any Commissioner locally for which that Commissioner cannot demonstrate purpose and value in connection with the discharge of that Commissioner's statutory duties and functions.	**All**
28.4	The Provider and each Commissioner must ensure that any information provided to any other Party in relation to this Contract is accurate and complete.	**All**
28.5	The Provider must ensure that each dataset that it provides under this Contract contains the ODS code and/or other appropriate identifier for the relevant Commissioner. The Parties must have regard to Commissioner Assignment Methodology Guidance and Who Pays? Guidance when determining the correct Commissioner code in activity datasets.	**All**
28.6	The Parties must comply with Guidance relating to clinical coding published by NHS Digital or NHS England and with the definitions of Activity maintained under the NHS Data Model and Dictionary.	**All**
SC29 Managing Activity and Referrals		
29.1	The Commissioners must use all reasonable endeavours to procure that that all Referrers adhere to Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	**All**
29.2	The Provider must comply with and use all reasonable endeavours to manage Activity in accordance with Referral processes and clinical thresholds set out or referred to in this Contract and/or as otherwise agreed between the Parties.	**All**
29.3	Before the start of each Contract Year, the Parties may agree an Indicative Activity Plan specifying the threshold for each activity (and those agreed thresholds may be zero).	**All**
29.4	The Provider must submit an Activity and Finance Report to the Co-ordinating Commissioner in accordance with Schedule 6A (*Reporting Requirements*).	**All**
29.5	The Co-ordinating Commissioner and the Provider will monitor actual Activity reported in each Activity and Finance Report in respect of each Commissioner against the thresholds set out in any agreed Indicative Activity Plan, any previous Activity and Finance Reports and generally.	**All**
29.6	Each Party must notify the other(s) as soon as reasonably practicable after becoming aware of any unexpected or unusual patterns of Referrals and/or Activity specifying the nature of the unexpected pattern and their initial opinion as to its likely cause.	**All**
29.7	The Parties must meet to discuss any notice given under SC29.6 as soon as reasonably practicable and must seek to agree any actions required of any Party in response to the circumstances identified.	**All**
SC30 Emergency Preparedness, Resilience and Response		
30.1	The Provider must comply with EPRR Guidance if and when applicable. The Provider must identify and have in place an Accountable Emergency Officer.	**All**

30.2	The Provider must notify the Co-ordinating Commissioner as soon as reasonably practicable and in any event no later than 5 Operational Days following: 30.2.1 the activation of its Incident Response Plan and/or Business Continuity Plan; or 30.2.2 any risk or any actual disruption to CRS or Essential Services.	**All**
30.3	The Provider must provide whatever support and assistance may reasonably be required by the Commissioners and/or NHS England and/or the UK Health Security Agency in response to any national, regional or local public health emergency or incident.	**All**
SC31 Intentionally Omitted		
SC32 Safeguarding Children and Adults		
32.1	The Provider must ensure that Service Users are protected from abuse, exploitation, radicalisation, serious violence, grooming, neglect and improper or degrading treatment, and must take appropriate action to respond to any allegation or disclosure of any such behaviours in accordance with the Law.	**All**
32.2	The Provider must nominate: 32.2.1 Safeguarding Leads and/or a named professional for safeguarding children (including looked after children) and for safeguarding adults, in accordance with Safeguarding Guidance; 32.2.2 a Child Sexual Abuse and Exploitation Lead; and 32.2.3 a Mental Capacity and Liberty Protection Safeguards Lead, and must ensure that the Co-ordinating Commissioner is kept informed at all times of the identity of the persons holding those positions.	**All**
32.3	The Provider must comply with the requirements and principles in relation to the safeguarding of children, young people and adults, including in relation to deprivation of liberty safeguards and child abuse and sexual exploitation, domestic abuse, radicalisation and female genital mutilation (as relevant to the Services, set out or referred to in Law and Guidance (including Safeguarding Guidance and Child Sexual Abuse and Exploitation Guidance)).	**All**
32.4	The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with: 32.4.1 Law and Guidance; and 32.4.2 the local multi-agency policies and any Commissioner safeguarding and MCA requirements.	**All**
32.5	The Provider must implement comprehensive programmes for safeguarding and MCA training for all relevant Staff and must have regard to Intercollegiate Guidance in Relation to Safeguarding Training.	**All**

SC33 ~~Incidents Requiring Reporting~~Patient Safety		
33.1	The Provider must: 33.1.1 notify deaths, Serious Incidents and other incidents to CQC, and to any relevant Regulatory or Supervisory Body or other official body, in accordance with Good Practice, Law and Guidance~~.~~; and 33.1.2 in the case of any Service User with a learning disability and/or autism of whose death the Provider becomes aware, report that death via the Learning from Lives and Deaths Platform.	**All**
33.2	The Provider must comply with the NHS Serious Incident Framework ~~and~~until such date as it adopts the Patient Safety Incident Response Framework. The Provider must inform the Co-ordinating Commissioner of the date on which it will adopt the Patient Safety Incident Response Framework, and from that date, it must comply with the Patient Safety Incident Response Framework. The Provider must comply with the Never Events Policy Framework ~~(or any successor frameworks as applicable).~~ .	**All**
33.3	The Parties must comply with their respective obligations in relation to deaths and other incidents in connection with the Services under Schedule ~~6C (*Incidents Requiring Reporting Procedure*) and under Schedule~~ 6A (*Reporting Requirements*).	**All**
33.4	If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the relevant Commissioner, in accordance with the timescales set out in Schedule ~~6C (*Incidents Requiring Reporting Procedure*) and in Schedule~~ 6A (*Reporting Requirements*).	**All**
33.5	The Commissioners may (subject to Law) use any information provided by the Provider under this SC33~~, Schedule 6C (*Incidents Requiring Reporting Procedure*)~~ and Schedule 6A (*Reporting Requirements*) in any report which they make in connection with Serious Incidents.	**All**
33.6	The Provider must have in place arrangements to ensure that it can receive and respond appropriately to National Patient Safety Alerts.	**All**
SC34 ~~Care of Dying People~~End of Life Care		
34.1	The Provider must have regard to Guidance on End of Life Care ~~of Dying People~~ and must, where applicable and for as long as it remains operative, comply with SCCI 1580 (Palliative Care Co-ordination: Core Content~~) and the associated EPACCS IT System Requirements to ensure implementation of interoperable solutions.~~).	**All**
SC35 Duty of Candour		
35.1	The Provider must act in an open and transparent way with Relevant Persons in relation to Services provided to Service Users.	**All**
35.2	The Provider must, where applicable, comply with its obligations under regulation 20 of the 2014 Regulations in respect of any Notifiable Safety Incident.	**All**

SC36 Payment Terms 36.1 Subject to any express provision of this Contract to the contrary, each Commissioner must pay the Provider in accordance with the ~~National Tariff~~NHS Payment Scheme, to the extent applicable, for all Services that the Provider delivers to it in accordance with this Contract.	**All**
~~**Prices**~~ ~~36.2 The Prices payable by the Commissioners under this Contract will be:~~ ~~36.2.1 for any Service for which the National Tariff mandates a National Price:~~ ~~36.2.1.1 the National Price; or~~ ~~36.2.1.2 the National Price as modified by a Local Variation; or~~ ~~36.2.1.3 (subject to SC36.15 to 36.19 (*Local Modifications*)) the National Price as modified by a Local Modification approved or granted by NHS England,~~ ~~for the relevant Contract Year; or~~ ~~36.2.2 for any Service for which the National Tariff does not mandate a National Price, the Local Price for the relevant Contract Year.~~	~~**All**~~
Prices 36.2 The Prices payable by each Commissioner for Services delivered under this Contract for the relevant Contract Year will be: 36.2.1 for any Service for which the NHS Payment Scheme mandates an NHSPS Unit Price: 36.2.1.1 the NHSPS Unit Price; or 36.2.1.2 the NHSPS Unit Price as adjusted by a Locally Agreed Adjustment for the relevant Contract Year, submitted to NHS England, published and recorded in Schedule 3B (*Locally Agreed Adjustments to NHSPS Unit Prices)*, in accordance with rule 3 of section 6 of the NHS Payment Scheme; or 36.2.2 for any Service for which the NHS Payment Scheme does not mandate an NHSPS Unit Price, the Local Price agreed or determined for the relevant Contract Year in accordance with the rules set out in section 7 of the NHS Payment Scheme and recorded in Schedule 3C (*Local Prices*).	**All**
36.3 Where the rule set out in section 3.4 of the NHS Payment Scheme applies, the price payable by each Commissioner for any high cost drug, device, listed product or listed innovative product listed in Annex A to the NHS Pricing Scheme to which that rule applies will be the price as agreed or determined (and subject to any adjustment which must be made) in accordance with that rule, and where necessary recorded in Schedule 3C (*Local Prices*) as appropriate.	**All**

~~**Local Prices**~~ ~~36.3 The Co-ordinating Commissioner and the Provider have agreed and set out in Schedule 3A (*Local Prices*) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. The Parties must in any event have regard to the efficiency and cost adjustments set out in the National Tariff where applicable.~~	~~**All**~~
~~36.4 Any Local Price must be determined and agreed in accordance with the rules set out in the National Tariff.~~	~~**All**~~
Local Prices 36.4 For any Service for which the NHS Payment Scheme does not mandate an NHSPS Unit Price, the Co-ordinating Commissioner and the Provider must agree and record in Schedule 3C (*Local Prices*) a Local Price. The Co-ordinating Commissioner and the Provider may agree that a Local Price is to apply for one or more Contract Years or for the duration of the Contract. In respect of a Local Price agreed for more than one Contract Year the Co-ordinating Commissioner and the Provider may agree and document in Schedule 3C (*Local Prices*) the mechanism by which that Local Price is to be adjusted with effect from the start of each Contract Year. Any adjustment mechanism must require the Co-ordinating Commissioner and the Provider to have regard to the efficiency factor and cost uplift factor set out in the NHS Payment Scheme.	**All**
36.5 The Co-ordinating Commissioner and the Provider must apply annually any adjustment mechanism agreed and documented in Schedule ~~3A~~3C (*Local Prices*). Where no adjustment mechanism has been agreed, the Co-ordinating Commissioner and the Provider must review and agree before the start of each Contract Year the Local Price to apply to the following Contract Year, having regard to the efficiency factor and the cost ~~adjustment~~uplift factor set out in the ~~National Tariff where applicable.~~NHS Payment Scheme. In either case the Local Price as adjusted or agreed will apply to the following Contract Year.	**All**
36.6 If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Price for the following Contract Year by the date 2 months before the start of that Contract Year, or there is a dispute as to the application of any agreed adjustment mechanism, either may refer the matter to Dispute Resolution for escalated negotiation and then (failing agreement) mediation.	**All**
36.7 If on or following completion of the mediation process the Co-ordinating Commissioner and the Provider still cannot agree any Local Price for the following Contract Year, within 10 Operational Days of completion of the mediation process either the Co-ordinating Commissioner or the Provider may terminate the affected Services by giving the other not less than 6 months' written notice.	**All**
36.8 If any Local Price has not been agreed or determined in accordance with SC36.5 and 36.6 before the start of a Contract Year then the Local Price will be that which applied for the previous Contract Year increased or decreased in accordance with the efficiency factor and cost ~~adjustments~~uplift factor set out in the ~~National Tariff.~~NHS Payment Scheme. The application of these prices will not affect the right to terminate this Contract as a result of non-agreement of a Local Prices under SC36.7.	**All**

36.9 All Local Prices and any annual adjustment mechanism agreed in respect of them must be recorded in Schedule 3A (*Local Prices*). Where the Co-ordinating Commissioner and the Provider have agreed to depart from an applicable national currency that agreement must be submitted by the Co-ordinating Commissioner to NHS England in accordance with the National Tariff.	**All**
National Price - Local Variations 36.10 The Co-ordinating Commissioner and the Provider may agree a Local Variation for one or more Contract Years or for the duration of this Contract.	**All**
36.11 The agreement of any Local Variation must be in accordance with the rules set out in the National Tariff.	**All**
36.12 If the Co-ordinating Commissioner and the Provider agree any Local Variation for a period less than the duration (or remaining duration) of this Contract, the relevant Price must be reviewed before the expiry of the last Contract Year to which the Local Variation applies.	**All**
36.13 If the Co-ordinating Commissioner and the Provider fail to review or agree any Local Variation to apply to the following Contract Year, the Price payable for the relevant Service for the following Contract Year will be the National Price.	**All**
36.14 Each Local Variation must be recorded in Schedule 3B (*Local Variations*), submitted by the Co-ordinating Commissioner to NHS England in accordance with the National Tariff and published in accordance with section 116(3) of the 2012 Act.	**All**
National Price - Local Modifications 36.15 The Co-ordinating Commissioner and the Provider may agree (or NHS England may determine) a Local Modification in accordance with the National Tariff.	**All**
36.16 Any Local Modification agreed and proposed by the Co-ordinating Commissioner and the Provider must be submitted for approval by NHS England in accordance with the National Tariff. If NHS England approves the application, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS England's notice of approval. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS England's approval of an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price as modified by the Local Modification submitted to NHS England.	**All**
36.17 If the Co-ordinating Commissioner and the Provider have failed to agree and propose a Local Modification, the Provider may apply to NHS England to determine a Local Modification. If NHS England determines a Local Modification, the Price payable for the relevant Service will be the National Price as modified in accordance with the Local Modification specified in NHS England's notice of decision. The date on which that Local Modification takes effect and its duration will be as specified in that notice. Pending NHS England's determination of a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14).	**All**

~~36.18 If NHS England has refused to approve an agreed and proposed Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may be agreed in accordance with SC36.10 to 36.14), and the Co-ordinating Commissioner and the Provider must agree an appropriate mechanism for the adjustment and reconciliation of the relevant Price to effect the reversion to the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14). If NHS England has refused an application by the Provider for a Local Modification, the Price payable for the relevant Service will be the National Price (subject to any Local Variation which may have been agreed in accordance with SC36.10 to 36.14).~~	~~**All**~~
~~36.19 Each Local Modification agreement and each application for determination of a Local Modification must be submitted to NHS England in accordance with section 124 or section 125 of the 2012 Act (as appropriate) and the National Tariff. Each Local Modification agreement and each Local Modification approved or determined by NHS England must be recorded in Schedule 3C (*Local Modifications*).~~	~~**All**~~
~~**Payment where the Parties have agreed an Expected Annual Contract Value**~~ ~~36.20 Each Commissioner must make payments on account to the Provider in accordance with the provisions of SC36.21 or if applicable SC36.22 and 36.23.~~	~~**All**~~
Payment where the Parties have agreed an Expected Annual Contract Value 36.9 Each Commissioner may agree an Expected Annual Contract Value with the Provider to be specified in Schedule 3D (*Expected Annual Contract Values*). Each Commissioner which has agreed an Expected Annual Contract Value with the Provider must make payments on account to the Provider in accordance with the provisions of SC36.10.	**All**
36.~~21~~10 The Provider must supply to each Commissioner a monthly invoice on the first day of each month, setting out the amount to be paid by that Commissioner for that month. The amount to be paid will be one twelfth (or other such proportion as may be specified in Schedule 3D (*Expected Annual Contract Values*)) of the individual Expected Annual Contract Value for the Commissioner. Subject to receipt of the invoice, on the first day of each month beginning on or after the Service Commencement Date each Commissioner must pay that amount to the Provider.	**All**
36.~~22~~11 In order to confirm the actual sums payable for Services delivered, the Provider must provide a separate reconciliation account for each Commissioner for each Quarter showing the aggregate and a breakdown of the Prices for all Services delivered and completed in that Quarter. Each reconciliation account must be based on the information submitted by the Provider to the Co-ordinating Commissioner under SC28 (*Information Requirements*) and must be sent by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) within 25 Operational Days after the end of the Quarter to which it relates.	**All**
36.~~23~~12 For the avoidance of doubt, there will be no reconciliation in relation to Block Arrangements.	**All**
36.~~24~~13 Each Commissioner must either agree the reconciliation account produced in accordance with SC36.~~22~~11 or wholly or partially contest the reconciliation account in accordance with SC36.~~34.~~22. No Commissioner may unreasonably withhold or delay its agreement to a reconciliation account.	**All**

36.~~25~~14 A Commissioner's agreement of a reconciliation account (or where agreed in part in relation to that part) will trigger a reconciliation payment by the relevant Commissioner (or, where payments are to be aggregated, by the Co-ordinating Commissioner) to the Provider or by the Provider to the relevant Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner), as appropriate. The Provider must provide to the Commissioner (or the Co-ordinating Commissioner) an invoice or credit note (as appropriate) within 5 Operational Days of that agreement and payment must be made within 10 Operational Days following the receipt of the invoice or the issue of the credit note.	**All**
Payment where the Parties have not agreed an Expected Annual Contract Value in relation to any Services ~~36.26 Where the Provider is an NHS Trust or an NHS Foundation Trust and in~~ 36.15 In respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is an NHS Trust or an NHS Foundation Trust) must issue an invoice within 15 Operational Days after the end of each Quarter to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of Services provided to that Commissioner in that Quarter. Subject to SC36.~~34~~22 the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle each invoice within 10 Operational Days of receipt of the invoice.	**All**
~~36.27 Where the Provider is not an NHS Trust or an NHS Foundation Trust and in~~ 36.16 In respect of Services for which the Parties have not agreed an Expected Annual Contract Value, the Provider (if it is not an NHS Trust or an NHS Foundation Trust) must issue an invoice within 15 Operational Days after the end of each month to each Commissioner (or, where payments are to be aggregated, to the Co-ordinating Commissioner) in respect of Services provided to that Commissioner in that month. Subject to SC36.~~34~~22 the Commissioner (or, where payments are to be aggregated, the Co-ordinating Commissioner) must settle each invoice within 10 Operational Days of receipt of the invoice.	**All**
~~36.28 Not used.~~	
Statutory and Other Charges 36.~~29~~17 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.	**All**
36.~~30~~18 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.	**All**

36.~~31~~19 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly: 36.~~31~~19.1 the Provider must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and the Overseas Visitor Charging Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of Services provided to Chargeable Overseas Visitors to the Department of Health and Social Care; 36.~~31~~19.2 ~~if~~ the Provider ~~has failed to~~must take all reasonable steps to: 36.~~31~~19.2.1 identify ~~a~~each Chargeable Overseas Visitor; ~~or~~and 36.~~31~~19.2.2 recover charges from ~~the~~each Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations~~,~~; ~~no Commissioner will be liable to make any payment to the Provider in respect of any Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Provider must refund it to the relevant Commissioner;~~ ~~36.31.3 (subject to SC36.31.2) each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate contribution on account for all Services delivered by the Provider in accordance with this Contract to any Chargeable Overseas Visitor in respect of whom that Commissioner is the Responsible Commissioner;~~ ~~36.31.4 the Provider must refund to the relevant Commissioner any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance);~~ ~~36.31.5~~36.19.3 the Provider must make full use of existing mechanisms designed to increase the rates of recovery of the cost of Services provided to overseas visitors insured by another state, including the overseas visitors treatment portal; and 36.19.4 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance) and the NHS Payment Scheme, the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have been reported through the overseas visitors reporting portal.	**All**
~~36.31.6 each Commissioner must pay the Provider, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate sum for all Services delivered by the Provider to any overseas visitor in respect of whom that Commissioner is the Responsible Commissioner and which have been reported through the overseas visitors reporting portal.~~	

36.~~32~~20 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.	**All**
VAT 36.~~33~~21 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.	**All**
Contested Payments 36.~~34~~22 If a ~~Party~~Commissioner contests all or any part of any payment calculated in accordance with this SC36: 36.~~34~~22.1 the ~~contesting Party~~Commissioner must ~~(as appropriate):~~: 36.~~34~~22.1.1 within 5 Operational Days ~~of the receipt of a~~ after receiving the reconciliation account in accordance with SC36.~~22~~11; or 36.~~34~~22.1.2 within 5 Operational Days of ~~the receipt by that Party of~~receiving an invoice in accordance with SC36.~~26~~15 or SC36.16, as appropriate, notify the ~~other Party or Parties~~Provider, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and 36.~~34~~22.2 any uncontested amount must be paid in accordance with this Contract by the ~~Party~~Commissioner from whom it is due; and 36.~~34~~22.3 if the matter has not been resolved within 20 Operational Days of the date of notification under SC36.~~34~~22.1, the contesting ~~Party~~Commissioner must refer the matter to Dispute Resolution, and following the resolution of any Dispute referred to Dispute Resolution in accordance with this SC36.~~34~~22, insofar as any amount shall be agreed or determined to be payable the Provider must immediately issue an invoice or credit note (as appropriate) for such amount. Any sum due must be paid immediately together with interest calculated in accordance with SC36.~~35.~~23. For the purposes of SC36.~~35~~23 the date the amount was due will be the date it would have been due had the amount not been disputed.	**All**
Interest on Late Payments 36.~~35~~23 Subject to any express provision of this Contract to the contrary, each Party will be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the day after the date on which payment was due up to and including the date of payment.	**All**

Set Off 36.~~36~~24 Whenever any sum is due from one Party to another as a consequence of reconciliation under this SC36 or Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.	**All**
Invoice Validation 36.~~37~~25 The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.	**All**
Submission of Invoices 36.~~38~~26 The Provider must submit all invoices via the e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.	**All**
QUALITY REQUIREMENTS	
SC37 Local Quality Requirements 37.1 The Parties must comply with their duties under the Law to improve the quality of clinical and/or care services for Service Users.	**All**
37.2 Nothing in this Contract is intended to prevent this Contract from setting higher quality requirements than those laid down under the Provider Licence (if any) or required by any relevant Regulatory or Supervisory Body.	**All**
37.3 Before the start of each Contract Year, the Co-ordinating Commissioner and the Provider will agree the Local Quality Requirements that are to apply in respect of that Contract Year. In order to secure continual improvement in the quality of the Services, those Local Quality Requirements must not, except in exceptional circumstances, be lower or less onerous than those for the previous Contract Year.	**All**

ANNEX A National Quality Requirements

Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
RTT waiting times for non-urgent Consultant-led Services					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS England)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Month	CS, MH
E.B.S.4	Zero tolerance RTT waits over 78 weeks for incomplete pathways	From April 2023 >0 *	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Ongoing	CS, MH
E.B.S.4	Zero tolerance RTT waits over 65 weeks for incomplete pathways	By 31 March 2024 >0 *	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Ongoing	CS, MH
* subject to any tolerances confirmed in national guidance for Service Users who choose to wait longer or for specific specialties					
Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Month	CS D

Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
Mental Health					
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care (note – this standard does not apply to specialised mental health services commissioned by NHS England, including where NHS England has delegated the function of commissioning those services to an ICB)	Operating standard of 80%	See Contract Technical Guidance Appendix 2	Quarter	MH
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/	Quarter	MH
E.H.1	~~Improving Access to Psychological~~NHS Talking Therapies ~~(~~for Anxiety and Depression (NHS Talking Therapies, previously known as IAPT) programmes: the percentage of Service Users referred to an ~~IAPT~~NHS Talking Therapies programme who wait	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH

Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
	six weeks or less from referral to entering a course of ~~IAPT~~NHS Talking Therapies treatment				
E.H.2	~~Improving Access to Psychological~~NHS Talking Therapies ~~(~~for Anxiety and Depression (NHS Talking Therapies, previously known as IAPT) programmes: the percentage of Service Users referred to an ~~IAPT~~NHS talking Therapies programme who wait 18 weeks or less from referral to entering a course of ~~IAPT~~NHS Talking Therapies treatment	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH
Duty of candour					
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Ongoing	All
Community					
	Community health services two-hour urgent response standard	Operating standard of 70% from 1 January 2023	See: *Community health services two-hour crisis response standard guidance*, available at https://www.england.nhs.uk/publication/commu	Quarterly	CS

Ref	National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Service Category
			nity-health-services-two-hour-crisis-response-standard-guidance/; and *Urgent community response – two-hour and two-day response standards: 2020/21 technical data guidance* available at https://www.england.nhs.uk/coronavirus/publication/urgent-community-response-two-hour-and-two-day-response-standards-2020-21-technical-data-guidance/		

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

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