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Comparison document

NHS Standard Contract 2023/24

Particulars (Shorter Form)

Version 1, March 2023

This comparison document shows the 'tracked changes' between the [draft 2023/24 NHS Standard Contract shorter-form Particulars](#) published for consultation in December 2022, and the [final version of the 2023/24 NHS Standard Contract shorter-form Particulars](#) published in March 2023.

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Contract Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
COMMISSIONERS	[] ICB (ODS [])
CO-ORDINATING Commissioner <i>See GC10</i>	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

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Definitions and Interpretation

CONTRACT

Contract title:

Contract ref:

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

- 1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*);
- 2. the **Service Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>;
- 3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

- (i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

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

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT COMMISSIONER NAME]
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT PROVIDER NAME]
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date See GC2.1	[The date of this Contract] [or as specified here]
Expected Service Commencement Date See GC3.1	
Longstop Date See GC4.1	
Contract Term	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
Commissioner option to extend Contract Term See Schedule 1C, which applies only if YES is indicated here	YES/NO
Notice Period (for termination under GC17.2)	[] months
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. <i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.</i>
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)	
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []

Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead (children) / named professional for safeguarding children	[] Email: [] Tel: []
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices <i>See GC36</i>	Co-ordinating Commissioner: [] Address: [] Email: [] Commissioner: [] Address: [] Email: [] Provider: [] Address: [] Email: []
Commissioner Representative(s) <i>See GC10.2</i>	[] Address: [] Email: [] Tel: []
Provider Representative <i>See GC10.2</i>	[] Address: [] Email: [] Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

1. Evidence of appropriate Indemnity Arrangements
2. [Evidence of CQC registration (where required)]
3. [Evidence of the Provider Licence (where required)]
4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]*
5. [Insert text locally]

C. Extension of Contract Term

To be included only in accordance with the Contract Technical Guidance. Either include the text below or delete it and state Not Applicable.

1. The Commissioners may opt to extend the Contract Term by up to [] 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 [] months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services.
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Insert text locally as required

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

This Schedule will be applicable, and should be included in full, where the Provider has a role in delivering the Enhanced Health in Care Homes care model in collaboration with local PCNs. For other providers, delete the text below and insert Not Applicable.

Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model.

Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 Enhanced Health in Care Homes Requirements	
1.1 Primary Care Networks and other providers with which the Provider must cooperate	
<input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> other providers	
1.2 Indicative requirements	
Have in place a list of the care homes for which it is to have responsibility , agreed with the relevant ICB as applicable.	YES
Have in place a plan for how the service will operate, agreed with the relevant ICB(s) as applicable, PCN(s), care homes and other providers [listed above], and abide on an ongoing basis by its responsibilities under this plan.	YES
Have in place and maintain in operation, in agreement with the relevant PCN(s) and other providers [listed above], a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Have in place and maintain in operation, protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.	YES
Participate in and support 'home rounds' as agreed with the PCN as part of an MDT.	YES/NO
Operate, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes, with the expectation that all personalised care and support plans will be in digital form.	YES/NO

<p>Through these arrangements, the MDT will:</p> <ul style="list-style-type: none"> • aim for the plan to be developed and agreed with each new resident within seven Operational Days of admission to the home and within seven Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale); • develop plans with the person and/or their carer; • base plans on the principles and domains of a comprehensive geriatric assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate; • draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and • make all reasonable efforts to support delivery of the plan. 	
<p>Work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.</p>	<p>YES/NO</p>
<p>Work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27 (https://www.nice.org.uk/guidance/ng27).</p>	<p>YES/NO</p>

1.3 Specific obligations

[To include details of care homes to be served]

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years or state Not Applicable

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

J. Transfer of and Discharge from Care Protocols

Insert text locally as required or state Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally as required

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

For each Locally Agreed Adjustment to NHS Payment Scheme Unit Prices which has been agreed for this Contract, copy or attach the completed publication template required by NHS England, or state Not Applicable. Additional locally agreed detail may be included as necessary by attaching further documents or spreadsheets.

Templates for locally-agreed adjustments are available at <https://www.england.nhs.uk/pay-syst/nhs-payment-scheme/>

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

C. Local Prices

Insert text and/or attach spreadsheets or documents locally

D. Expected Annual Contract Values

Insert text locally (for one or more Contract Years) or state Not Applicable

(See SC36.10: specify the proportion of the Expected Annual Contract Value to be invoiced each month, if that is to be anything other than one twelfth of the Expected Annual Contract Value.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at <https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/>.)

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years or state Not Applicable			

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the Schedule of Approved Collections published at: https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally			
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.11</i>)	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
4. Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
Local Requirements Reported Locally			
Insert as agreed locally			The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting 'Schedule 6E Provider Data Processing Agreement' available via <http://www.england.nhs.uk/nhs-standard-contract/>).
If the Provider is not to act as a Data Processor, state Not Applicable

SCHEDULE 7 – PENSIONS

Insert text locally (from 'NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance' <http://www.england.nhs.uk/nhs-standard-contract/>) or state Not Applicable

SCHEDULE 8 – TUPE*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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This publication can be made available in a number of alternative formats on request

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