

# NHS Standard Contract 2025/26: A consultation

## Proposed changes to the NHS Standard Contract for 2025/26

Version 2, February 2025

The following changes have been made to this version 2:  
References to draft changes to Service Conditions Annex A included in  
version 1 (January 2025) have been removed.

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## Introduction

1. This consultation asks for views from stakeholders on changes which NHS England proposes to make to the NHS Standard Contract for 2025/26.
2. The NHS Standard Contract (the Contract) is published by NHS England for use by NHS commissioners to contract for all healthcare services other than primary care services (unless these are commissioned using Schedule 2L (*Provisions Applicable to Primary Medical Services*)). We are now consulting on changes for 2025/26 to both versions of the Contract – the full-length version, which is used to commission the bulk of such services by value, and the shorter-form version, which can be used in defined circumstances for certain less complex and typically lower cost services. The updated Contracts are available on the [NHS Standard Contract 2025/26 webpage](#).
3. This consultation document describes the material changes and updates we are proposing to make to both versions of the Contract. We welcome comments from stakeholders on our proposals, along with any other suggestions for improvement. Comments on the draft Contracts can be submitted via the [NHS England Consultation Hub](#) using the online form.
4. We have also provided a standard template on the [NHS Standard Contract 2025/26 webpage](#) to help stakeholders collate responses from across their organisation. Please note that responses can only be submitted using the online form via the [NHS England Consultation Hub](#). Specific queries on the Contract may be sent to [england.contractshelp@nhs.net](mailto:england.contractshelp@nhs.net).
5. **The deadline for receipt of responses is 25 February 2025. We will publish the final versions of the Contract (both full-length and shorter-form) as soon as is possible after that.**

## Period covered by the Contract

6. The iteration of the Contract on which we are consulting is intended to set national terms and conditions applicable for the 2025/26 financial year. If issues arise in-year which require any further amendment to the Contract, NHS England will consult on changes as necessary.
7. It is for commissioners to determine locally the period for which they wish to offer each local contract – there is no default duration for an NHS Standard Contract and no bar to a contract duration of longer than one year. National terms and conditions as applicable from time to time are automatically incorporated into each local contract, whatever its duration. See paragraph 18 of our [2025/26 Contract Technical Guidance](#) for further detail.

## Proposed changes to Contract content

8. Material changes proposed to the Contract for 2025/26 (whether to the full-length version, the shorter-form version or both) are summarised in the tables in paragraphs 11-20 below.
9. In each case, the summary gives an overview of the change proposed – and points towards the sections of the draft Contract where the relevant wording can be found.
10. The topic numbers in the left-hand column in the tables below have been added to make it easier to ‘read across’ to the online feedback form available via the [NHS England Consultation Hub](#). Numbers 1-5 are not used in this consultation document, as they correspond to stakeholders’ name, email address etc on the online feedback form.

### **National Quality Requirements**

11. National access and waiting times standards are set out in Annex A of the Service Conditions. As is our usual practice, we have updated Annex A to reflect any specific changes to these standards set out in the [2025/26 Priorities and Operational Planning Guidance](#).
12. Except as described below, we do not propose to amend these national standards in the 2025/26 Contract. All providers and systems that can deliver any or all of the national standards relevant to their services should continue to do so. Otherwise, commissioners should take a realistic approach in managing provider performance against national standards which have not been prioritised in the 2025/26 priorities and planning guidance document.

<b>Topic</b>	<b>Change</b>	<b>New Contract Reference</b>
6) Zero tolerance RTT waits over 78 weeks for incomplete pathways	We have deleted the 78 week standard, as it has been superseded by the ‘percentage of RTT waits over 65 weeks for incomplete pathways’ standard.	Service Conditions Annex A (FL and SF)
7) Percentage of RTT waits over 52 weeks for incomplete pathways	We have added a 52 week wait RTT standard, in line with the Planning Guidance commitment to reduce the proportion of people waiting over 52 weeks for treatment to less than 1% of the total waiting list by March 2026.	Service Conditions Annex A (FL and SF)

8) Cancer waits (28 days and 62 weeks)	We have changed these standards from 77% to 80% and from 70% to 75% respectively, in line with the national priorities and success measures set out in the Planning Guidance.	Service Conditions Annex A (FL only)
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### **Additions and updates to reflect national priorities and guidance**

13. This section sets out

- a small number of new additions to the Contract which are aimed at promoting improvements in how services are delivered for patients, in line with the latest national policy direction; and
- proposed changes to update existing Contract requirements to keep the Contract consistent with published national standards and policies.

<b>Topic</b>	<b>Change</b>	<b>New Contract Reference</b>
9) Leadership competency and appraisal frameworks for board members	For 2024/25, we added to the Contract a requirement for Trusts to comply with the <a href="#">Fit and Proper Person Test Framework</a> for board members. NHS England has now published a new <a href="#">leadership competency framework for board members</a> , including a <a href="#">framework for conducting annual appraisals of NHS chairs</a> . We propose to expand the Contract requirement, so that Trusts must also adopt and apply the leadership competency and annual appraisal frameworks in their recruitment and appraisal processes.	Service Condition 1.4 (FL only) and Definitions
10) Culture of care standards for mental health inpatient services	The Contract, at Service Condition 8.9, requires providers to have regard to Standards for Inpatient Mental Health Services, currently defined by reference solely to the <a href="#">Royal College of Psychiatrists standards</a> . NHS England has published <a href="#">culture of care standards for mental health inpatient services</a> , and we propose to broaden the Contract definition of Standards for Inpatient Mental Health Services so that it covers both sets of standards.	Definitions (FL only)

**Patient safety**

14. This section sets out proposed changes relating to patient safety issues.

Topic	Change	New Contract Reference
11) Patient Safety Partners	<p>NHS England's <a href="#">Framework for Involving Patients in Patient Safety</a> describes the role of Patient Safety Partners (PSPs). A PSP takes a role in a provider's safety governance (for example, sitting on relevant committees to support compliance monitoring) and in the development and implementation of relevant strategy and policy. We propose to include a new requirement for each NHS Trust and NHS Foundation Trust to identify two or more PSPs to fulfil the role described in the Framework.</p>	Service Condition 33.10 (FL only) and Definitions
12) Child Protection Information Sharing Service (CP-IS)	<p>CP-IS helps health and social care workers share information securely to better protect children and young people who are known to social care. CP-IS is mandated under an Information Standards Notice and has so far been used only in unscheduled care settings. There is a long-standing provision in the Contract requiring relevant providers to work together to implement CP-IS effectively. An updated <a href="#">Information Standards Notice (DCB1609)</a> has now been published, requiring extension of CP-IS use to certain scheduled care settings. The new settings relevant to this Contract are child and adolescent mental health services, sexual assault referral centres, termination of pregnancy services and community paediatrics.</p> <p>In this context, we propose to amend the existing CP-IS provision to include:</p> <ul style="list-style-type: none"> <li>• an explicit obligation on providers to ensure that relevant staff have access to and make appropriate use of CP-IS; and</li> <li>• an expansion to the applicability of the CP-IS provisions in the Contract, so that they apply to providers of relevant scheduled care services, as well as in unscheduled care.</li> </ul>	Service Condition 32.8 (FL only)

## Medicines

15. This section sets out proposed changes to the provisions in the Contract dealing with medicines.

Topic	Change	New Contract Reference
13) Medicines optimisation	NHS England has published <a href="#">National Medicines Optimisation Priorities</a> for implementation across NHS systems. We propose to include a new requirement for each provider to use all reasonable endeavours to assist its commissioners in their implementation.	Service Condition 3.20 (FL only) and Definitions
14) Controlled Drugs Accountable Officers	We propose to include a requirement for all Trusts and all but the smallest non-NHS hospitals to appoint and support a Controlled Drugs Accountable Officer in accordance with the <a href="#">Controlled Drugs (Supervision of Management and Use) Regulations 2013</a> .	Service Condition 33.12 (FL only) and Definitions

## Workforce

16. This section sets out proposed changes relating to NHS workforce issues.

Topic	Change	New Contract Reference
15) Staff attendance and retention	We propose to include a new requirement on Trusts to promote high staff attendance and retention and to have regard to national guidance in these areas (NHS Employers' <a href="#">Sickness Absence Toolkit</a> and <a href="#">Improving Staff Retention</a> ).	General Condition 5.9 (FL only) and Definitions
16) NHS Sexual Misconduct Policy and Guidance	We propose to include a new requirement on Trusts to have regard to the principles, and undertake the actions, set out in these recently published national documents: <ul style="list-style-type: none"> <li>the <a href="#">Sexual Safety in Healthcare Charter</a>;</li> <li>the <a href="#">National People Sexual Misconduct Policy Framework</a>; and</li> <li>the <a href="#">Sexual Safety Charter Assurance Framework</a>.</li> </ul>	General Condition 5.9 (FL only) and Definitions
17) Improving the working lives of resident doctors	We propose to include a new provision under which Trusts must implement the specific required actions set out in <a href="#">Improving the Working Lives of Resident Doctors</a> .	General Condition 5.9 (FL only) and Definitions

## Procurement, Estates and Green NHS

17. This section sets out proposed amendments aimed at updating the Contract to take account of guidance and policy changes in procurement, energy and estates matters.

Topic	Change	New Contract Reference
18)Energy purchasing	<p>The Contract includes a requirement on Trusts relating to the purchase of electricity from renewable sources. NHS England has now announced a new <a href="#">Central Energy Purchasing Agreement</a> (CEPA) which all Trusts are strongly encouraged to use. We propose to update the Contract requirement to reflect CEPA, so that a Trust must either</p> <ul style="list-style-type: none"> <li>• make all of its energy purchases through CEPA; or</li> <li>• ensure that energy is purchased at a lower price than that available through CEPA and that electricity is purchased from a supplier with a fuel mix containing at least 55% of energy generation from renewable and low carbon sources.</li> </ul>	Service Condition 18.4 (FL only) and Definitions
19)Modern slavery	<p>A separate <a href="#">consultation</a> is under way on draft health service-specific regulations and statutory guidance on tackling modern slavery in NHS procurement. We propose to add a requirement to the Contract on Trusts to comply with the regulations and to have regard to the guidance, as and when both are approved, including in relation to the carrying out of modern slavery risk assessments. The draft guidance envisages that risk assessments will be recorded in the NHS e-commerce system.</p>	Service Condition 39.9 (FL only) and Definitions
20)NHS Estates Guidance	<p>The Contract contains specific requirements on Trusts relating to NHS estates issues – completion of the NHS Premises Assurance Model and compliance with HBN 00-08 are two examples. We propose to rationalise these into a single, broader requirement for each Trust to have due regard to, and where applicable comply with, “NHS Estates Guidance”. We propose to define NHS Estates Guidance to include the following:</p> <ul style="list-style-type: none"> <li>• health building notes;</li> <li>• health technical memoranda;</li> <li>• NHS Estates Technical Bulletins;</li> <li>• NHS Premises Assurance Model; and</li> <li>• the NHS Net Zero Building Standard,</li> </ul> <p>all available at <a href="https://www.england.nhs.uk/estates/">https://www.england.nhs.uk/estates/</a>.</p>	Service Condition 17.1 (FL only) and Definitions



21) Green NHS	To clarify the requirements at SC18, minor amendments have been made to the scope of the requirements and to align them with best practice guidance.	Service Condition 18.3 (FL only) and Definitions
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**Referral arrangements and patient choice of provider**

18. This section sets out changes relating to the making of referrals and to patients' legal right to choose their provider.

Topic	Change	New Contract Reference
22) Appropriate listing of services on e-RS	<p>It is important that providers list their services appropriately on e-RS, distinguishing between:</p> <ul style="list-style-type: none"> <li>• services which are subject to the statutory arrangements for patient choice of provider and which should therefore be visible to GPs from any ICB; and</li> <li>• services which have been commissioned only by specific ICBs and should only be available for referrals from GPs from those ICBs.</li> </ul> <p>There is a requirement to this effect in Service Condition 6.10, with the Contract using the same language which e-RS has used – referring to patient choice services being listed on the “Secondary Care Menu” and locally-commissioned services in the “Primary Care Menu”. Now that e-RS has moved away from using these terms, we propose to amend the contract to reflect this change in terminology.</p>	Service Condition 6.10 (FL only) and Definitions
23) Terms under which non-contract activity (NCA) is undertaken	<p>For many years, a provider which holds a contract with one commissioner for a service within scope of the patient choice regime has automatically become an available choice for referrals (into the same service and in the same location) of patients from other commissioners. The activity which the provider then undertakes for the other ICBs is generally referred to as non-contract activity (NCA). To date, in the absence of any clearer position in legislation, Service Condition 6.14 has stated that the implied terms of an NCA arrangement are to be determined based on the position set out in the section of our Contract Technical Guidance where we deal with NCA (paragraph 25).</p>	Service Condition 6.14 (FL) and 6.3 (SF)

	<p>However, the new <a href="#">patient choice regulations</a> in place since January 2024, state that the terms of the provider’s “qualifying contract” (that is, the NHS Standard Contract which it holds with an ICB) apply to the NCA which the provider undertakes for the other ICBs. We therefore propose to amend Service Condition 6.14 to use the same language as the regulations in this respect. The Technical Guidance continues to give detailed advice about how the implied contractual terms under an NCA arrangement should be understood, and we have added an additional appendix (Appendix 4) dealing with common scenarios.</p>	
<p>24) Sharing by providers of “qualifying contracts”</p>	<p>For the patient choice regime to work, it is essential that ICBs operating on an NCA basis with a provider have sight of the qualifying contract whose terms are to apply to any NCA which the provider undertakes.</p> <p>Our Contract Technical Guidance states that a provider accepting an NCA referral must be prepared to share the Particulars of its qualifying contract with the patient’s responsible commissioner. We now propose to make it a contractual obligation on the provider, on request by the commissioner, to share its qualifying contract, in complete, up-to-date and unredacted form, with any ICB whose patient has been referred to it on an NCA basis.</p>	<p>Service Condition 6.15 (FL) and 6.4 (SF)</p>
<p>25) UEC Booking and Referral Standard</p>	<p>The <a href="#">Booking and Referral Standard</a> (BaRS) is an interoperability standard which enables booking and referral information to be sent between providers quickly and safely. BaRS has initially been used in limited settings in urgent and emergency care (UEC). The Contract refers to BaRS in Service Condition 6, requiring providers of A+E services and Urgent Treatment Centres (UTCs) – when updating, developing or procuring relevant IT systems – to ensure that their updated / replacement systems enable direct electronic booking of attendance slots for patients.</p> <p>BaRS is gradually being rolled out so that its use is required across more UEC pathways, now also involving 999, 111, Same Day Emergency Care and Clinical Assessment Services – either as bookers of appointments or as recipients of bookings. This coverage will extend further over time, as described at <a href="https://digital.nhs.uk/services/booking-and-referral-standard">https://digital.nhs.uk/services/booking-and-referral-standard</a>.</p>	<p>Service Condition 6.19 (FL only) and Definitions</p>

	<p>To reflect the roll-out of UEC BaRS, we propose to update the Contract wording in two ways:</p> <ul style="list-style-type: none"> <li>• to broaden the wording so that it goes beyond the updating of IT systems and, once IT is in place, requires receiving providers to make slots available and referring providers to make electronic bookings.</li> <li>• to broaden the service categories to which the BaRS provision applies, to cover emergency ambulance services, NHS 111, acute services and community services, as well as A+E and UTCs.</li> </ul>	
<p>26) Onward referral</p>	<p>Arrangements for onward referral by providers have been covered in Service Condition 8 for many years, distinguishing carefully between situations where a provider’s clinicians must make the onward referral themselves and where they should refer back to the GP for consideration of a possible further referral.</p> <p>We have identified a gap in the coverage of Service Condition 8. Where a patient who has been referred into one of a provider’s services then requires non-immediate onward referral into another of the <u>same</u> provider’s services and where the reason for the onward referral is directly related to the condition or complaint for which the original referral was made, the wording is clear that the provider’s clinician must make the onward referral, rather than referring back to the GP. However, the wording has not directly addressed a situation where the onward referral which is needed is to the services of <u>another</u> provider.</p> <p>We propose a change to Service Condition 8.4 to remedy this. We cannot state an absolute obligation on a provider’s clinician to make an onward referral to <u>any</u> service offered by <u>any</u> another provider – the legal right of choice of provider does not apply to onward referrals made by secondary care clinicians, and so the “other” provider must be one which the patient’s ICB, as commissioner, is content is appropriate to be used. However, the important principle remains that such onward referrals should be made by the clinician in secondary care, rather than the patient being referred back to the GP. The revised wording we propose therefore places the obligation on the provider, in co-operation with the relevant ICB, to secure the provision to the patient of the required treatment or care.</p>	<p>Service Condition 8.4 (FL only)</p>

## 2025/26 NHS Payment Scheme

19. The consultation on the 2025/26 NHS Payment Scheme will be published separately to this Contract consultation. This section sets out proposed changes to the Contract which may be required to support the proposals in the Payment Scheme for a payment limit on services paid for on an activity basis. Updates necessary to reflect the final 2025/26 NHS Payment Scheme may be made in the final Contract. Feedback in relation to the payment proposals should be given as part of the Payment Scheme consultation.

Topic	Change	New Contract Reference
27) Payment for Services Paid for on an Activity Basis	<p>A separate consultation will be published on the draft 2025/26 NHS Payment Scheme. To ensure that NHS services remain affordable, the consultation proposes changes to arrangements for payment for services paid for on an activity basis. Each commissioner would have the ability to specify a maximum annual financial value which it would pay to any provider (with planned services over the value of £100k) for all services normally paid for on an activity basis.</p> <p>We have proposed provisional changes to the draft Contract to give effect to the new arrangements being proposed in the Payment Scheme consultation. We will confirm the final arrangements once the outcome of the Payment Scheme consultation is known.</p> <p>Stakeholders wishing to comment on the substance of the proposals around payment for elective activity should do so via the NHS Payment Scheme consultation. Our consultation on the draft Contract is only seeking views on the changes we have made to incorporate the payment proposals into the Contract.</p> <p>The following changes have been made to allow commissioners to notify and apply a payment limit contractually:</p> <p>Contract Particulars: Changes have been made to Schedule 3 to mention inclusion of any Notified Payment Limit under the API or for locally priced activity, and to note that the Expected Annual Contract Value should align with any Notified Payment Limit.</p>	<p>Particulars 3A, 3C, 3D</p> <p>Service Conditions 6.13A, 29.5, 29.10.1, 36.2A-C</p> <p>Definitions</p>

	<p><b>Service Conditions:</b> Changes have been made to confirm that any Notified Payment Limit will not impact on the obligation to accept referrals under Patient Choice; to include an obligation to agree an Indicative Activity Plan if a payment limit has been notified; and to require the provider to report activity by reference to any Notified Payment Limit. A section has been added at SC36.2 to note that the commissioners' payment obligations are limited to the value of any Notified Payment Limit and to describe the timescales for notifications.</p> <p><b>General Conditions:</b> Definitions have been added for Notified Payment Limit and Services Paid for on an Activity Basis.</p>	
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**Other smaller updates**

20. We propose to make other smaller updates to existing Contract provisions, to ensure that the Contract wording remains current, accurate and robust. (If you wish to comment on the topics below, please do so under 'further comments' on the [feedback form](#).)

<b>Topic</b>	<b>Detailed change</b>	<b>New Contract Reference</b>
NHS Constitution	Commissioners and providers are under an obligation, under the <a href="#">Health Act 2009</a> , to have regard to the Constitution, and this legal obligation will continue to apply to all relevant metrics. The Contract currently requires commissioners and providers to "abide by" the Constitution. We propose to change this wording to 'have regard to' to align with the wording in the Act.	Service Condition 1.3 (FL and SF)
Armed Forces Covenant	The full-length version of the Contract has for many years included a requirement on both commissioner and provider to have due regard to the Armed Forces Covenant and the <a href="#">Armed Forces Duty Statutory Guidance</a> . We propose that this requirement should now also be included in the shorter-form version of the Contract.	Service Condition 1.5 (SF only)

<p>Working with and involving patients and others</p>	<p>Service Conditions 12.4-5 contain requirements on providers to engage and communicate with patients, carers, GPs, staff and the public, seeking their feedback and involving them in discussions about potential improvements to services. We propose to re-order this content slightly, introducing a requirement for relevant providers to have regard to <a href="#">statutory guidance on Working In Partnership With People And Communities</a>.</p>	<p>Service Condition 12.4-5 (FL only)</p>
<p>NICE guidance on self-harm</p>	<p>In the context of patients under the age of 18 requiring urgent mental health assessment, care or treatment, the Contract includes a reference to NICE guideline CG16 (<i>Self-harm in over 8s</i>). CG16 has been replaced by <a href="#">NG225 (Self-harm: assessment, management and preventing recurrence)</a>, and we propose to update the Contract accordingly.</p>	<p>Service Condition 15.3 (FL only)</p>
<p>Covid-19 vaccination</p>	<p>The current Contract requires providers to use all reasonable endeavours to ensure that all eligible frontline staff are vaccinated against influenza and Covid-19, in accordance with <a href="#">JCVI guidance</a> and <a href="#">the Green Book</a>. Updated JCVI / Green Book guidance now no longer mandates Covid-19 vaccination for staff, but NHS England continues to recommend, in <a href="#">national guidance for autumn / winter 2024</a>, that providers promote staff uptake of Covid-19 vaccination. National guidance in this area may of course evolve further over time, so – to future-proof the Contract wording – we propose to amend it so that the requirement to promote staff vaccination applies where and as indicated in periodic national guidance from NHS England and / or the Department of Health and Social Care, or (where national guidance has not been issued in any relevant period), the JCVI and Green Book apply.</p>	<p>Service Condition 21.4 (FL only)</p>
<p>NICE guideline 51 on suspected sepsis</p>	<p>NICE published a revised guideline (NG51) on <a href="#">Suspected sepsis: recognition, diagnosis and early management</a>. We propose to make two minor changes in relation to how sepsis is dealt with in the Contract.</p> <ul style="list-style-type: none"> <li>We propose to delete Service Condition 22.2, which previously required providers to comply with a 2017 NHS England sepsis guidance document, as this is now no longer current. Providers must instead have regard to NG51, as they are required to do (in relation to NICE guidance generally) under existing Service Condition 2.1.6.</li> </ul>	<p>Service Condition 22.2 (FL only)</p>



	<ul style="list-style-type: none"> <li>We propose to amend the definitions in Appendix 2 of our <a href="#">Contract Technical Guidance</a> for the two National Quality Requirements which relate to the proportion of Service Users who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis. The amendments ensure that the coverage of these standards is consistent with the updated NICE guideline.</li> </ul>	
NHS Digital Architecture Principles	We propose to streamline various existing requirements relating to information technology systems and software, introducing a shorter overarching requirement for providers to have regard to the <a href="#">NHS Digital Architecture Principles</a> .	Service Condition 23.7 (FL only)
Prior Approval Schemes	<p>The full-length version of the Contract includes provisions for each commissioner to notify the provider of any Prior Approval Schemes (PASs). PASs give effect to a commissioner’s local commissioning policies, for example in terms of clinical criteria for patients to access specific treatments, technologies or medications. The provider must comply with any properly notified PAS in how it manages referrals and provides services – but PASs must not operate contrary to patient choice legislation and guidance. Further details on PASs are contained in our Contract Technical Guidance (paragraph 42).</p> <p>A number of commissioners have suggested to us that we should include the provisions on PASs in the shorter-form version of the Contract also. This would allow commissioners to ensure that their local commissioning policies are given effect across all the providers which their patients attend, whether those providers are operating under the full-length or shorter-form version of the Contract. We agree that this would be sensible and therefore propose to include a condensed version of the Contract provisions relating to PASs in the shorter-form version of the Contract.</p>	Service Condition 29.8-11 (SF only)
Aggregation of payments	The default position under the Contract is that each commissioner makes its own payment to the provider for services received by its population – but there is a provision whereby all payments can be “aggregated” and made by the co-ordinating commissioner on behalf of all the other commissioners. We have proposed minor amendments to make these arrangements more flexible, allowing aggregation across specific services or commissioners only.	Service Condition 36.11 (FL only)

<p>Medicines Procurement and Supply Chain Framework Agreements and Products</p>	<p>The Contract contains provisions requiring Trusts to purchase relevant medicines using framework agreements put in place by NHS England. We propose to update the language here to reflect the latest terminology now being used. Rather than referring to NHS England Medicines Framework Agreements and Products, we propose to refer to Medicines Procurement and Supply Chain (MPSC) Framework Agreements and Products.</p>	<p>Service Condition 39.3 (FL only)</p>
<p>Suspension</p>	<p>We propose to make minor changes to make it clear that suspension may continue until the Co-ordinating Commissioner is satisfied that the failure or concern which led to the suspension has been rectified to its reasonable satisfaction.</p>	<p>General Conditions 16.1-3 (FL) and 16.2 (SF)</p>
<p>Local Access Policies / non-attendance by people with severe and relapsing mental illness</p>	<p>At Service Condition 6.12, the Contract requires providers of acute, community and mental health services to have in place a Local Access Policy – part of the purpose of which is to describe how the provider will manage situations where a patient does not attend an appointment. Via the definition of Local Access Policy, the existing Contract wording requires providers to ensure that any decisions to discharge patients after non-attendance must be made by clinicians in the light of the circumstances of individual patients and to avoid blanket policies which require automatic discharge to the GP following a non-attendance.</p> <p><a href="#">Guidance</a> published during 2024 by NHS England on intensive and assertive community mental health treatment now makes clear that non-attendance must never be used as a reason for discharge from care for people with severe and relapsing mental illness, and we propose to amend our Contract definition of Local Access Policy to specify this requirement.</p>	<p>Definitions</p>
<p>Medical Examiner Guidance</p>	<p>The Contract includes provisions at Service Condition 3.7 requiring the establishment of Medical Examiner offices in acute Trusts and compliance with national guidance on the Medical Examiner system. New regulations came into effect in September 2024, updating death certification arrangements and putting the Medical Examiner system on a statutory footing. Updated national Medical Examiner Guidance was published in consequence, and we propose to update the references in the Contract accordingly.</p>	<p>Definitions</p>
<p>Biosimilars</p>	<p>In recognition of the increasing importance of biosimilars in the provision of biological medicines, we have added a requirement at Service Condition 39.11</p>	<p>Service Condition 39.11</p>



	for providers to use all reasonable endeavours to ensure that Service Users are prescribed best-value biological medicines where these are required in line with <a href="#">Guidance on Biosimilar Medicines</a> .	and Definitions
Procurement Act 2023	To recognise that there may be a small number of contracts for healthcare services which are procured under the Procurement Act due to the inclusion of high cost associated goods or non-healthcare services, we have updated the Particulars and the associated General Conditions to include this possible route.	Particulars Contract Award Process  General Conditions 13.1, 17.8 (SF 17.3), 17.10.18 (SF 17.5.8)

21. We have made other minor changes to rationalise and improve the Contract where we have considered it appropriate to do so.

## Consultation Responses

22. We invite you to review this consultation document and the two draft Contracts (available on the [NHS Standard Contract 2025/26 webpage](#)) and provide feedback on any of our proposals.
23. Comments can be submitted only via the NHS England engagement portal through this [online feedback form](#). We have published a standard template on the [NHS Standard Contract 2025/26 webpage](#) to help stakeholders collate responses from across their organisation. This document should not be used to submit responses by email, and all responses should be submitted via the online form. Specific queries on the Contract may be sent to [england.contractshelp@nhs.net](mailto:england.contractshelp@nhs.net).
24. **The deadline for receipt of responses is 25 February 2025. We will publish the final versions of the Contract (both full-length and shorter-form) as soon as is possible after that.**

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