

NHS Standard Contract 2014/15

Particulars



NHS Standard Contract

2014/15

Particulars

D2A CONTRACT

First published: December 2013

Gateway No: 00821

2014/15 NHS STANDARD CONTRACT
PARTICULARS

Contract Reference	
DATE OF CONTRACT	01 JUNE 2014
SERVICE COMMENCEMENT DATE	01 JUNE 2014
CONTRACT TERM	10 Months <i>Subject to extension in accordance with Schedule 1 Part C</i>
COMMISSIONERS	NHS SOUTH WARWICKSHIRE CCG (05R) WARWICKSHIRE COUNTY COUNCIL
CO-ORDINATING COMMISSIONER	WARWICKSHIRE COUNTY COUNCIL
PROVIDER	

CONTENTS

PARTICULARS

CONTRACT
SERVICE COMMENCEMENT AND CONTRACT TERM
SERVICES
PAYMENT
QUALITY
GOVERNANCE
REGULATORY
CONTRACT MANAGEMENT
PENSIONS

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

- A. Conditions Precedent
- B. Commissioner Documents
- C. Extension of Contract Term

SCHEDULE 2 – THE SERVICES

- A. Service Specifications
- B. Indicative Activity Plan
- C. Activity Planning Assumptions
- D. Essential Services
- E. Essential Services Continuity Plan
- F. Clinical Networks
- G. Other Local Agreements, Policies and Procedures
- H. Transition Arrangements
- I. Exit Arrangements
- J. Social Care Provisions
- K. Transfer of and Discharge from Care Protocols
- L. Safeguarding Policies

SCHEDULE 3 – PAYMENT

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- D. Marginal Rate Emergency Rule: Agreed Baseline Value
- E. Emergency Re-admissions Within 30 Days: Agreed Threshold
- F. Expected Annual Contract Values
- G. Notices to Aggregate/Disaggregate Payments
- H. Timing and Amounts of Payments in First and/or Final Contract Year

SCHEDULE 4 – QUALITY REQUIREMENTS

- A. Operational Standards
- B. National Quality Requirements
- C. Local Quality Requirements
- D. Never Events
- E. Commissioning for Quality and Innovation (CQUIN)
- F. Local Incentive Scheme
- G. Clostridium difficile
- H. Sanction Variations
- I. CQUIN Variations

SCHEDULE 5 - GOVERNANCE

- A. Documents Relied On
- B1. Provider's Mandatory Material Sub-Contractors
- B2. Provider's Permitted Material Sub-Contractors
- C. IPR
- D. Commissioner Roles and Responsibilities
- E. Partnership Agreements

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

- A. Recorded Variations
- B. Reporting Requirements
- C. Data Quality Improvement Plan
- D. Incidents Requiring Reporting Procedure
- E. Service Development and Improvement Plan
- F. Surveys

SCHEDULE 7 – PENSIONS

SERVICE CONDITIONS

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Service User Booking and Choice and Referrals
- SC7 Withholding and/or Discontinuation of Service
- SC8 Unmet Needs
- SC9 Consent
- SC10 Personalised Care Planning and Shared Decision Making
- SC11 Transfer of and Discharge from Care
- SC12 Service User Involvement
- SC13 Equity of Access, Equality and Non-Discrimination
- SC14 Pastoral, Spiritual and Cultural Care
- SC15 Services Environment and Equipment
- SC16 Places of Safety
- SC17 Complaints
- SC18 Service Development and Improvement Plan
- SC19 HCAI Reduction Plan
- SC20 Venous Thromboembolism
- SC21 Not used
- SC22 Not used
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud and Security Management
- SC25 Procedures and Protocols
- SC26 Clinical Networks, National Audit Programmes and Approved Research Studies
- SC27 Formulary
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness and Resilience Including Major Incidents
- SC31 Force Majeure: Service-specific provisions
- SC32 Safeguarding
- SC33 Incidents Requiring Reporting
- SC34 Death of a Service User
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements and Quality Incentive Schemes
- SC38 Commissioning for Quality and Innovation (CQUIN)

GENERAL CONDITIONS

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC6 Not used
- GC7 Partnership Arrangements
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations
- GC14 Dispute Resolution
- GC15 Governance, Transaction Records and Audit
- GC16 Suspension
- GC17 Termination
- GC18 Consequence of Expiry or Termination
- GC19 Provisions Surviving Termination
- GC20 Confidential Information of the Parties
- GC21 Data Protection, Freedom of Information and Transparency
- GC22 Intellectual Property
- GC23 NHS Branding, Marketing and Promotion
- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC34 Exclusion of Partnership
- GC35 Non-Solicitation
- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

2014/15 NHS STANDARD CONTRACT
PARTICULARS

CONTRACT

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

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

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

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

WENDY FABBRO
For and on behalf of
WARWICKSHIRE COUNTY COUNCIL

Title: PEOPLE GROUP STRATEGIC
DIRECTOR

.....
Date

SIGNED by

.....
Signature

PAUL JARVIS
For and on behalf of
NHS SOUTH WARWICKSHIRE CCG

Title: CHIEF FINANCE OFFICER

.....
Date

SIGNED by

.....
Signature

DR DAVID RAPLEY
For and on behalf of
CASTLE MEDICAL CENTRE

.....
Title

.....
Date

SIGNED by

.....
Signature

2014/15 NHS STANDARD CONTRACT
PARTICULARS

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	01 JUNE 2014
Expected Service Commencement Date	01 JUNE 2014
Longstop Date	31 AUGUST 2014
Commissioner Documents	Set out in Schedule 1 Part B
Service Commencement Date	01 JUNE 2014
Contract Term	10 Months <i>Subject to extension in accordance with Schedule 1 Part C</i>
Option to extend Contract Term	YES By [.....] months
Expiry Date	31 MARCH 2015 <i>Subject to extension in accordance with Schedule 1 Part C</i>

2014/15 NHS STANDARD CONTRACT
PARTICULARS

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

2014/15 NHS STANDARD CONTRACT
PARTICULARS

PAYMENT	
National Prices	Not applicable
Local Prices	Set out in Schedule 3 Part A
Local Variations	Not applicable
Local Modifications	Not applicable
Small Provider	YES
Expected Annual Contract Value Agreed	YES
Any Services not included in Expected Annual Contract Value	NO
First/Last Contract Year less than 12 months	NO
Notice given to aggregate payments	NO
Notice given to disaggregate payments	NO

QUALITY	
Sanction Variations	NO
CQUIN Scheme(s)	NO
CQUIN Variations	NO
CQUIN Payments on Account Made	Not Applicable
Local Incentive Scheme	NO
Provider type	Other
Clostridium Difficile Baseline Threshold	Not applicable

2014/15 NHS STANDARD CONTRACT
PARTICULARS

GOVERNANCE AND REGULATORY	
Documents Relied On	Set out in Schedule 5 Part A
Mandatory Material Sub-Contractors	Not Applicable
Permitted Material Sub-Contractors	Not Applicable
IPR	Not Applicable
Commissioner Roles and Responsibilities	Set out in Schedule 5 Part D
Nominated Mediation Body	Other
Provider's Information Governance Lead	
Provider's Caldicott Guardian	
Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	
Provider's Safeguarding and Prevent Lead	

2014/15 NHS STANDARD CONTRACT
PARTICULARS

CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: Collaborating Commissioner: Provider:
Frequency of Review Meetings	Every six weeks
Commissioner Representative(s)	
Provider Representative	

PENSIONS	
New Fair Deal applies	NO

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

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

1.	Evidence of appropriate Indemnity Arrangements
i.	Employer's Liability
ii.	Clinical Negligence
iii.	Public Liability
iv.	Professional Negligence
2.	Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required)
3.	[A copy of the/each Direction Letter]

The Provider must complete the following actions:

--

B. Commissioner Documents

Date	Document	Description
14 June 2013	D2A - Pathway 3 Part 1 <i>PDF</i>	D2A - Pathway 3 Part 1
12 June 2013	D2A - Pathway 3 Part 2 <i>PDF</i>	D2A - Pathway 3 Part 2

C. Extension of Contract Term

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

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Service Specification No.	No 1
Service	Discharge to Assess GP medical cover into designated Nursing Care Home
Commissioner Lead	Warwickshire County Council NHS South Warwickshire Clinical Commissioning group
Provider Lead	
Period	01 June 2014 - 31 March 2015* <i>(* Until last patient placement has been discharged from Nursing care Home)</i>
Date of Review	30 March 2014

1. Population Needs
<p>1.1 National/local context and evidence base</p> <p>Strategic Context</p> <p>1.1.1. The NHS South Warwickshire Clinical Commissioning Group Integrated Plan 2013-16 sets out the key strategic challenges that it faces in the next three years and its commissioning plan to tackle the issues.</p> <p>1.1.2. NHS South Warwickshire CCG is expecting a high rate of population growth, particularly in the over 65s. In addition, Stratford-upon-Avon has the highest dependency ratio in Warwickshire. The growth of this group correlates with an increase in emergency admissions. Services for the frail elderly are not coping with the volume and therefore are not delivering optimum results for patients.</p> <ul style="list-style-type: none"> • Elderly people need more health and social care and make up the single biggest group of hospital bed users; • 10 per cent of patients admitted to hospital as emergencies stay for more than two weeks, but these patients account for 55 per cent of bed days; • 80 per cent of emergency admissions who stay for more than two weeks are patients aged over 65; • An increasing frail elderly population means an increasing demand for healthcare and traditional beds; <p>1.1.3. The NHS South Warwickshire Clinical Commissioning Group Integrated Plan sets out its ambition to commission more co-ordinated services that are planned around the needs of the patient. Within its aim 'To build relationships with patients and our communities', NHS South Warwickshire CCG has set itself the target of improving the co-ordination and integration of services for the frail elderly in order to reduce emergency admissions by 10% by 2016.</p>

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	X
Domain 2	Enhancing quality of life for people with long-term conditions	X
Domain 3	Helping people to recover from episodes of ill-health or following injury	X
Domain 4	Ensuring people have a positive experience of care	X
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	X

SOURCE: [NHS Outcomes Framework 2013/14](#)

2.2 Local defined outcomes

2.2.1. For those who do need an admission to hospital, NHS South Warwickshire CCG has set itself the target to reduce Length of stay on the over 75s 1 day during 2013/14 (10.5-9.5 days.) Reducing the time older people spend in hospital is important since the evidence base demonstrates that if older people stay in hospital too long they will deteriorate.

2.2.2 To build relationships with our communities; NHS South Warwickshire CCG, Warwickshire County Council and South Warwickshire Foundation Trust, through the mechanism of a shared purpose, are committed to delivering service changes that would:

- Maximise peoples' capacity for independent living, increase the number of people able to remain living at home and reduce the number of people permanently admitted to long term care;
- Support timely hospital discharge so that patients stay until their acute medical episode is finished and then move to a more appropriate location for assessment of their future care needs;
- Provide an environment which helps people meet their rehabilitation and re-ablement potential and to become as functionally independent as possible.

3. Scope

3.1 Aims and objectives of service

3.1.1 To provide in hours GP medical cover to and manage Discharge to Assess (D2A) patients admitted in the D2A care pathway nursing care home beds, until their discharge, which supports current quality standards and a pro rehabilitation focus;

3.1.2 The designated GP will be required to accept medical responsibility for a patient admitted to a D2A Care Home bed, following a review of the D2A Discharge Summary Form from the hospital based Discharge Coordinator.

3.1.3 Give a timely response to both the SWFT Discharge Coordinator and Care Home manager (4 hours)

3.1.4 If there are concerns regarding the patient's medical condition prior to planned discharge from the acute hospital, the designated GP will be responsible for linking directly with the medical staff in the acute hospital and the Discharge Coordination team.

3.1.5 To review the patient in the D2A Care Home if requested by members of the multi-disciplinary team.

3.1.6 Prescribe/review medication as required.

3.1.7 Communicate with the multi-disciplinary team in order to facilitate the rehabilitation/re-ablement of the patient.

3.1.8 Make onwards specialist referrals as appropriate.

3.1.9 Link with the patient, their family and carer as required.

3.1.10 Provide medical reports for case discussions as required.

3.2 Service description/care pathway

3.2.1 To provide a total of up to 2.75 sessions per week in hours, to the contracted Nursing Care Home, between Monday to Friday for the period of the planned pilot, which is until 31 March 2015, or until the last placed patient in a D2A pathway bed has been discharged from the D2A pathway; the hours will be organised to include daily ward rounds and attendance at the weekly D2A multi disciplinary team meeting, to be held within the home.

3.2.2 To provide daily ward rounds to review and document the medical care needs of patients in the designated "D2A" beds at the care home. To document the medical care plan in the patient's care home notes. To review the documented DNAR and CPR status for each patient within 24 hours of admission.

3.2.3 To be able to refuse or defer any referral requests if there is insufficient medical or supportive information from the acute hospital team, or if the capacity within the Care Home cannot support the complexity of need until supportive resources are planned and available. To agree a ceiling of treatment for each patient in the Care Home, and document in the Medical Care Plan.

3.2.4 To review all patients who have been admitted from the acute hospital into the D2A care beds, within 24 hours of admission, and document any GP Medical assessments and interventions in the patient's individual care home files. To commence Advance care Planning with the patient and/or their family and the Care Home manager.

3.2.5 To attend the weekly multi disciplinary D2A care review meeting in the locality, participate in case management reviews and planning for new referrals, admissions and discharges or consideration for request to extend a placement beyond six week period.

3.2.6 To undertake a joint case review with an acute Geriatrician, to provide a Comprehensive Geriatric Assessment as necessary.

3.3.7 To provide in hours medical GP support on request to Care Home staff, and utilising the proposed GP and Care Home operational agreement audit tool, provide feedback to the Care Home manager and D2A Programme manager at monthly quality review meetings.

3.3.8 To undertake and participate in any training or development programs which are identified as necessary to support either the induction or D2A project pilot phase.

3.3.10 To meet to review activity and performance measures with the D2A Programme manager and nominated D2A Operational leads on a monthly basis.

3.3.11 To provide a written summary evaluation at the end of the pilot phase, outlining the impact of the role of the GP medical cover during the D2A pilot.

3.3.12 To provide an applicable GP to GP transfer summary letter for patients when they are discharged from the D2A care home beds to their next main residence.

3.3.13 To refuse any requests to the Care Home manager, from the acute hospital, to consider admitting patients into the D2A care home beds out of hours or at weekends.

3.3.14 To provide formal feedback on the scope and content of the service specification and activity as part of the planned project evaluation, at the end of the pilot.

3.3.15 To escalate any patient safety concerns to the Nursing Care Home manager and escalate and report through the Contract monitoring and escalation process (*refer to Schedule 6 Part E*) for poor performance for care home providers in Warwickshire.

3.3.16 To ensure that all contracted activity is covered by appropriately trained and skilled, GMC registered medical staff for the period of the contract terms.

3.3 Population covered

3.3.1 Patients will be resident in Warwickshire and registered with a NHS South Warwickshire Clinical Commissioning Group GP practice

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 The acceptance criteria for whether a patient meets criteria for referral to D2A care pathway are:

- Resident in Warwickshire and registered with a South Warwickshire GP
- Acute medical episode complete
- Requires access to 24-hour nursing care input
- Summary assessment completed by lead consultant
- Not "end of life care"/ fast track/ palliative care/ on Warfarin therapy
- May have a moderate to severe cognitive impairment
- Patient has given their consent to be discharged from acute hospital setting and moved into the D2A Nursing Care Home beds.

The GP cover is NOT for non D2A Care Home residents

3.5 Interdependence with other services/providers

3.5.1 D2A Operational Multi disciplinary team

- SWFT Hospital Discharge Coordinator and team
- SWFT Medical staff
- SWFT Integrated Community Services Team
- Designated D2A Nursing Care Home manager and nursing and support staff
- Patients, families and carers
- Continuing Health care team
- WCC Social care team
- Voluntary agencies
- WCC Contract Quality monitoring team

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 To be professionally registered with the General Medical Council,

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

4.2.1 To be members of the Royal College of General Medical Practitioners and follow and/ or implement good practice guidance and clinical standards from the Royal College.

4.3 Applicable local standards

4.3.1. To have undertaken Safeguarding Awareness of Vulnerable Adults Level 2 training, and provide evidence of completion of training.

4.3.2 To provide supportive evidence of Continuous Professional Development

5. Applicable quality requirements and CQUIN goals

5.1 Applicable Local quality requirements

- 5.1.1 In the event of any concerns about patient safety and /or quality of care to follow the countywide Warwickshire County Council Safeguarding Vulnerable Adults policy and procedures.
- 5.1.2 In the event of concerns about the capacity or capability of the Care Home provider to meet the requirements of their duty of care, to escalate and inform the Warwickshire County Council Integrated Quality Monitoring team, as per the agreed "Contract monitoring and escalation process for poor performance for care home providers across Warwickshire"- details to be included in overall contract.

Quality Requirement	Threshold	Method of Measurement	Consequence of breach
Domain 1: Preventing people dying prematurely			
Patients have a medical review within 24 hours of admission to the care home, including their Advanced care plan, and/ or DNAR status	100 %	Audit of patient files	As per contract query notice: General Condition 9
Domain 2: Enhancing the quality of life of people with long-term conditions			
Patients who are accepted and admitted to D2A care home meet medical criteria and are medically stable on admission from acute hospital	100%	Audit of patient medical care plans and referral documents	As per contract query notice: General Condition 9
Domain 3: Helping people to recover from episodes of ill-health or following injury			
Domain 4: Ensuring that people have a positive experience of care			
All patients report positive experience from impact of GP medical cover during period of care	90%	Audit of patient and family/carer experience	As per contract query notice: General Condition 9
Domain 5: Treating and caring for people in a safe environment and protecting them from avoidable harm			
Implementation of GP/Care Home pilot audit for all D2A patients	100%	Audit of Pilot agreement tool	As per contract query notice: General Condition 9

5.2 Applicable CQUIN goals (See Schedule 4 Part E)

6. Location of Provider Premises

The service is delivered by a GP practice (as the provider organisation) however the service is delivered within premises of the Care Home identified below.

Site of Care Home:

Kenilworth Grange (Care UK),
4 Spring Lane, Kenilworth, Warwickshire, CV8 2HB.

7. Individual Service User Placement

Not Applicable

B. Indicative Activity Plan

Not Applicable

C. Activity Planning Assumptions

Not Applicable

D. Essential Services

Not Applicable

E. Essential Services Continuity Plan

Not Applicable

F. Clinical Networks

Not Applicable

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Warwickshire County Council: Safeguarding Vulnerable Adults policy and procedures	01 July 2013	http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6EA919F805F3B54180257885002E4C6B/\$file/Warks_SVA_Inter_Agency_Policy_and_Procedure.pdf
Warwickshire County Council: Overview of the Safeguarding Vulnerable Adults Procedure	01 July 2013	http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6EA919F805F3B54180257885002E4C6B/\$file/Overview_of_the_Safeguarding_Vulnerable_Adults_Procedure.pdf

H. Transition Arrangements

Not Applicable

I. Exit Arrangements

Not Applicable

J. Social Care Provisions

Not Applicable

K. Transfer of and Discharge from Care Protocols

Insert text locally

L. Safeguarding Policies

Policy	Date	Weblink
NHS South Warwickshire CCG: Safeguarding Vulnerable Adults	01 July 2013	http://www.southwarwickshireccg.nhs.uk/mf.aspx?ID=224908f4-bbed-4f40-a33e-249537b38a22
NHS South Warwickshire CCG: Serious Incidents	01 July 2013	http://www.southwarwickshireccg.nhs.uk/mf.aspx?ID=3a14d029-0105-4582-b574-953664f8484e

SCHEDULE 3 – PAYMENT

A. Local Prices

Service Description	Currency	Price (VAT Exempt)
1 hour	GBP	
1 week = 1 week (Total Price)		Total:

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

D. Marginal Rate Emergency Rule: Agreed Baseline Value

Not Applicable

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

Not Applicable

F. Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Warwickshire County Council NHS South Warwickshire CCG	01 June 2014 – 31 March 2015 Duration is 303 calendar days. Equivalent to 43 calendar weeks and 2 days.
	CALCULATION (43 weeks) Each week expects 11 hours 1 hr = 11hrs (1 week) = 43 weeks = CALCULATION (2 days) 1 week equals 11 hours. (11 hours / 7 days) x 2 days = 3.14 hours CALCULATION (TOTAL COST):
Total	

G. Notices to Aggregate / Disaggregate Payments

Not Applicable

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

Monthly payments

2014/15 NHS STANDARD CONTRACT
PARTICULARS

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	RTT waiting times for non-urgent consultant-led treatment					
	Diagnostic test waiting times					
CB_B4	Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test	Operating standard of >99%	Review of monthly Service Quality Performance Report	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold	Monthly	A C CR D
	A&E waits					
	Cancer waits - 2 week wait					
	Cancer waits – 31 days					
	Cancer waits – 62 days					
	Category A ambulance calls					
	Mixed sex accommodation breaches					
	Cancelled operations					
	Mental health					

2014/15 NHS STANDARD CONTRACT
PARTICULARS

B. National Quality Requirements

Ref	National Quality Requirement	Threshold (2014/15)	Method of Measurement (2014/15)	Consequence of breach	Monthly or annual application of consequence	Applicable Service Category
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident (as per Guidance)	[Insert as per local determination]	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Monthly or annual application of consequence	Applicable Service Specification
Status Report Record: Activity, quality & patient outcomes.	Monthly	As dictated by Commissioner.	Report submitted to Commissioners.	Locally defined:	

2014/15 NHS STANDARD CONTRACT
PARTICULARS

D. Never Events

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

2014/15 NHS STANDARD CONTRACT
PARTICULARS

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	Applicability	Applicable Service Category
Maladministration of insulin	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
Opioid overdose of an opioid-naïve Service User	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
Inappropriate administration of daily oral methotrexate	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All Healthcare Settings	All except PT
MENTAL HEALTH					
GENERAL HEALTHCARE					
Falls from unrestricted windows	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Guidance, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any	All Healthcare Premises	All except AM, PT, Ph

2014/15 NHS STANDARD CONTRACT
PARTICULARS

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

2014/15 NHS STANDARD CONTRACT
PARTICULARS

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

E. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Schemes

Not Applicable

CQUIN Table 2: CQUIN Payments on Account

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance
Not Applicable			

F. Local Incentive Scheme

Not Applicable

G. Clostridium difficile

Not Applicable

H. Sanction Variations

Not Applicable

I. CQUIN Variations

Not Applicable

SCHEDULE 5 - GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
Dd mmm yyyy	Professional Indemnity
Dd mmm yyyy	Clinical Negligence
Dd mmm yyyy	Public Liability
Dd mmm yyyy	Employer's Liability

Documents supplied by Commissioners

Date	Document
01 July 2013	Warwickshire County Council: Safeguarding Vulnerable Adults policy and procedures <i>See Schedule 2 Part G</i>
01 July 2013	Warwickshire County Council: Overview of the Safeguarding Vulnerable Adults Procedure <i>See Schedule 2 Part G</i>
01 July 2013	NHS South Warwickshire CCG: Safeguarding Vulnerable Adults <i>See Schedule 2 Part G</i>
01 July 2013	NHS South Warwickshire CCG: Serious Incidents <i>See Schedule 2 Part G</i>

B1. Provider's Mandatory Material Sub-Contractors

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

B2. Provider's Permitted Material Sub-Contractors

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

C. IPR

Commissioner IPR

Commissioner	Document/Data/Process
Not Applicable	

Provider IPR

Provider/Sub-Contractor	Document/Data/Process
Not Applicable	

D. Commissioner Roles and Responsibilities

Co-ordinating Commissioner	Role/Responsibility
Insert text locally	

E. Partnership Agreements

To which the Provider is a party:

Date	Parties	Description
Not Applicable		

To which a Commissioner is a party:

Date	Parties	Description
Not Applicable		

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Recorded Variations

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

2014/15 NHS STANDARD CONTRACT
PARTICULARS

B. Reporting Requirements

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

2014/15 NHS STANDARD CONTRACT
PARTICULARS

2.4	the outcome of all Root Cause Analyses and audits performed pursuant to Service Condition 20 (<i>Venous Thromboembolism</i>).				A
3.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints				All
4.	Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
5.	Monthly summary report of all incidents requiring reporting	Monthly			All
6.	Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
7.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with General Condition 5.2 (<i>Staff</i>)	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)			All
Local Requirements Reported Locally					
	[WCC to insert here]	[WCC to insert here]	[WCC to insert here]	[WCC to insert here]	[WCC to insert here]

C. Data Quality Improvement Plan

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

D. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Patient Safety Incidents (3) Other Patient Safety Incidents
<p>Serious Incidents Refer to NHS South Warwickshire CCG's Serious Incidents Policy:</p> <p>Reportable Patient Safety Incidents Please refer to Schedule 2 Part G for total list of policies and procedures, and the embedded document below.</p> <p>Other Patient Safety Incidents Please refer to Schedule 2 Part G for total list of policies and procedures, and the embedded document below.</p>
<p>Embedded Documents Warwickshire County Council - QA and Safeguarding Approach SOURCE: Warwickshire County Council - Contract and Quality Audit Team</p>

E. Service Development and Improvement Plan

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
Not applicable				Subject to General Condition 9 (Contract Management)

2014/15 NHS STANDARD CONTRACT
PARTICULARS

F. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance
Service User Survey	Monthly	Append to Status Report	Public display on notice board situation in main thoroughfare at care home NHS Choices
Staff Surveys	Not Applicable	Quality dashboard	Public display on notice board situation in main thoroughfare at care home NHS Choices
Carer Survey	Not Applicable	Quality dashboard	Public display on notice board situation in main thoroughfare at care home NHS Choices

SCHEDULE 7 – PENSIONS

Not Applicable

List of Embedded Documents

Location	Description	Date of Embed	File
Schedule 6 Part E	Warwickshire County Council QA and Safeguarding Approach	20 May 2014	See Schedule 6 Part E
Schedule 1 Part B: Commissioner Documents	D2A - Pathway 3 Part 1 14 June 2013	20 May 2014	
Schedule 1 Part B: Commissioner Documents	D2A - Pathway 3 Part 2 12 June 2013	20 May 2014	
Signature Page	Signed signature page from both parties. - PROVIDER SIGNATURE	[insert date of embed]	[embed scan of signature page with provider's signature here]
Signature Page	Signed signature page from both parties. – COMMISSIONER SIGNATURE	[insert date of embed]	[embed scan of signature page with commissioner's signature here]

Sharing copies of contracts

Paper based contracts:

Please ensure that this page and embedded documents are printed in full.

Electronic contracts:

Please ensure that the contract is published as PDF, and that this page is attached as MS Word, or embedded files are attached separately.

© Crown copyright 2013

First published: December 2013

Published in electronic format only