

NHS Standard Contracts 2017/18 – 2018/19

Video presentation for commissioners and providers (available on the [NHS England YouTube channel](#))

Presentation 1 of 3 Overview of the NHS Standard Contract

Agenda

1	Presentation 1 - Overview of the NHS Standard Contract <ul style="list-style-type: none"> • Use of the Contract, including full-length and shorter-form versions • Grant agreements, sub-contracts and non-contract activity • E-Contract system • Supporting publications • Advice and support • Dispute resolution
2	Presentation 2 - New policy requirements <ul style="list-style-type: none"> • Primary care / secondary care interface • Other new policy requirements • Service Development and Improvement Plans
3	Presentation 3 - Contract management <ul style="list-style-type: none"> • Implications of the two-year contract approach • Prior Approval Schemes • Managing counting and coding changes • Contract sanctions and the Sustainability and Transformation Fund

Basic principles

The NHS Standard Contract is the model commissioning contract published by NHS England for use by NHS commissioners when commissioning clinical services other than primary care.

Use of the Contract is mandatory for CCGs under the NHS Commissioning Board and CCGs (Responsibilities and Standing Rules) Regulations 2012.

The Contract is flexible:

- the bulk of the Schedules in the Particulars are for local completion
- the application of the Service Conditions will vary depending on which Service Categories have been selected

But commissioners must not

- put in place their own locally-drafted contracts or SLAs, as an alternative to the Standard Contract
- change the nationally-mandated wording of the NHS Standard Contract

Full-length and shorter-form versions of the Contract

The Contract now comes in two versions – full-length and shorter-form

The shorter-form version has the same structure and clause/schedule numbering, but

- a range of policy requirements are omitted
- contract management processes are greatly simplified

The shorter-form version is intended for

- use when commissioning particular services only (see next slide)
- services with lower financial values (but we haven't set a specific financial threshold)

Overall it's both easier to understand and less onerous to deliver – the intention being to reduce, where possible, the complexity and burden involved in providing clinical services to the NHS

When to use which version of the Contract?

Full-length:

The full-length version **MUST** be used where what is being commissioned is / includes:

- acute or other inpatient services
- mental health inpatient and secure services
- cancer services
- A&E / minor injuries
- NHS111
- ambulance services

Shorter-form:

The shorter-form Contract **MAY** be used for commissioning

- non-inpatient mental health and learning disability services
- community services (including those provided by GPs, pharmacies, optometrists and voluntary sector bodies)
- end of life care services outside acute hospitals
- care provided on a residential basis in care homes
- non-inpatient diagnostic, screening and pathology services
- patient transport services

Changes to the shorter-form version

The changes we have made to the full-length version of the Contract have carried over into the shorter-form version where relevant.

There has been one significant design change to the shorter-form version for 2017/19. We have now included in it the detailed provisions which are needed to cover services to which National Prices apply (under the National Tariff Payment System).

This is in response to feedback that our previous approach had prevented the shorter-form Contract being used for small-scale community-based diagnostic services – for some of which there are National Prices.

Inclusion of the new wording on National Prices

- does NOT mean that the shorter-form version can be used to commission acute services
- adds quite significantly to the length of the shorter-form version – so please do use the eContract (see later slides) to produce tailored contract documentation (meaning that the wording on National Prices will only appear in those contracts where it is actually needed)

Grant agreements and sub-contracts

Grants

Remember that commissioners have the power to make grants to voluntary sector organisations. In some situations (for example, where a CCG is making a contribution to the costs of a hospice, rather than commissioning a clinical service and paying its full costs), the grant approach is likely to be more appropriate than use of the NHS Standard Contract.

A template grant agreement and guidance are available at <https://www.england.nhs.uk/nhs-standard-contract/grant-agreement/>

Sub-contracts

The Contract is for use between one or more commissioners and one provider – it's not a sub-contract or “provider-to-provider” contract

In the past, we have made a template sub-contract available, and we intend to do so again for 2017/19 – both for the full-length Contract and (for the first time) for the shorter-form version. These will be published shortly at <https://www.england.nhs.uk/nhs-standard-contract/17-18/>

Non-contract activity

As a general rule, commissioners should look to put in place a written contract, in the form of either the full-length or shorter-form version of the NHS Standard Contract, wherever they commission a relevant clinical service from a provider – regardless of the value of the service or the period for which it will be provided.

Nonetheless, there are situations (patients requiring emergency admission to hospital while on holiday, for instance) where a provider will undertake activity without there being a written contract in place between the provider and the CCG responsible for the patient – this is informally known as non-contract activity.

Detailed arrangements for how such non-contract activity should be handled are set out in the Who Pays? guidance, available at <https://www.england.nhs.uk/resources/resources-for-ccgs/#finance> (see paragraphs 38-46).

eContract

<https://www.econtract.england.nhs.uk/Home/>

What has stayed the same

- Simple, easy to use
- Contract generation system – no storage
- No login / password required
- Functionality
- Retains benefits of eContract system – efficient, tailoring, templates

What has changed

- Introduction of National Prices for shorter-form Contract

eContract

- Homepage
<https://www.econtract.england.nhs.uk/Home/>
- User Guide
- Email
england.econtract@nhs.net
- Live as soon as possible
- Training will be provided by webinar shortly

Publication, Guidance and Support

Publications

Published so far

- Final Contracts
- Final Technical Guidance
- Shorter-form User Guide
- Model CCAs
- Optional pensions and primary care schedules
- Contract management forms
- Video presentation
- Local variations guidance

To come

- eContract system and User Guide
- National Variation
- Updated model sub-contract for use with full-length Contract
- Model sub-contract for use with shorter-form Contract
- Shorter-form Contract as interactive pdf

Help and support

- Web page <http://www.england.nhs.uk/nhs-standard-contract/17-18/>
- Contract Technical Guidance / Shorter-form Contract User Guide
- eContract User Guide
- Queries on the NHS Standard Contract should be sent to:
nhsccb.contractshelp@nhs.net
- Queries on the [eContract system](#) should be sent to:
england.econtract@nhs.net

Feedback

- Please give us feedback on this video presentation by emailing ContractsEngagement:

england.contractsengagement@nhs.net

Disputes resolution processes

Once contracts have been signed, the dispute resolution procedure at General Condition 14 applies to any disputes.

But – where commissioners and NHS providers are unable to agree a new contract – NHSE and NHSI have published a separate dispute resolution procedure (see <https://www.england.nhs.uk/ourwork/futurenhs/deliver-forward-view/>).

The deadline for signature of contracts set out in the Planning Guidance is 23 December 2016, and the deadline for submission of paperwork for the joint arbitration process, where relevant, is 9 January 2017.

Sources of advice to minimise disputes

The NHSI / NHSE dispute resolution procedure emphasises that

- relevant national guidance (Contract, Tariff, CQUIN) will be the first point of reference, in terms of an Arbitration Panel reaching a decision on a particular case
- before going into dispute, any party should ensure that it has understood what the national guidance says on an issue and that it is complying with it.

Advice on technical issues is available as follows:

- NHS Standard Contract – Contract Technical Guidance (at <https://www.england.nhs.uk/nhs-standard-contract/17-18/>) and via the helpline nhscontractshelp@nhs.net
- CQUIN – CQUIN Guidance (at <https://www.england.nhs.uk/nhs-standard-contract/cquin/>) and via the helpline e.cquin@nhs.net
- National Tariff – National Tariff Payment System (at <https://improvement.nhs.uk/resources/national-tariff-1719-consultation/>) and via the helpline pricing@monitor.gov.uk

Do make sure you use these sources of advice. Joint approaches (where both commissioner and provider ask one question once, rather than slightly different questions separately) may work best.

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