

# **NHS Standard Contract 2020/21**

## **Particulars (Shorter Form)**

*Contract title / ref:*

### **Palliative Care Drugs in Community Pharmacies**

Prepared by: NHS Standard Contract Team, NHS England  
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(please do not send contracts to this email address)

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<b>Contract Reference</b>	<b>Palliative Care Drugs in Community Pharmacies</b>
<b>DATE OF CONTRACT</b>	<b>1/07/2020</b>
<b>SERVICE COMMENCEMENT DATE</b>	<b>1/07/2020</b>
<b>CONTRACT TERM</b>	21 Months (End date 31 <sup>st</sup> March 2022)
<b>COMMISSIONERS</b>	SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP (10X) OAKLEY ROAD SOUTHAMPTON HAMPSHIRE SO16 6GX
<b>CO-ORDINATING Commissioner</b>	SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP (10X) OAKLEY ROAD SOUTHAMPTON HAMPSHIRE SO16 6GX
<b>PROVIDER</b>	

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## **Definitions and Interpretation**

## CONTRACT

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

1. these **Particulars**;
2. the **Service Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

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

**SIGNED by** .....

**Signature**

**James Rimmer for** .....

**and on behalf of**

**Title**

**Southampton City Clinical** .....

**commissioning Group**

**Date**

**SIGNED by** .....

**Signature**

**For and on behalf of** .....

**Title**

.....

**Date**

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
Effective Date	1 <sup>st</sup> July 2020
Expected Service Commencement Date	1 <sup>st</sup> July 2020
Longstop Date	N/A
Service Commencement Date	1 <sup>st</sup> July 2020
Contract Term	21 months commencing 1 <sup>st</sup> July 2020
Option to extend Contract Term	YES
Notice Period (for termination under GC17.2)	3 months
<b>SERVICES</b>	
<b>Service Categories</b>	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	YES
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
<b>Co-operation with PCN(s) in service models</b>	
Enhanced Health in Care Homes	NO
<b>Service Requirements</b>	
Essential Services (NHS Trusts only)	NO
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?	NO
<b>PAYMENT</b>	

National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	NO
Local Prices Apply to some or all Services	YES
Expected Annual Contract Value Agreed	NO
<b>GOVERNANCE AND REGULATORY</b>	
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	[ ] 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: [ ]
<b>CONTRACT MANAGEMENT</b>	
Addresses for service of Notices	Co-ordinating Commissioner: SOUTHAMPTON CITY CLINICAL COMMISSIONING GROUP  Address: OAKLEY ROAD, SOUTHAMPTON, HAMPSHIRE, SO16 4GX

	<p><b>Email:</b>  <a href="mailto:SOCCG.PCCOMMISSIONING@NHS.NET">SOCCG.PCCOMMISSIONING@NHS.NET</a></p> <p><b>Provider:</b> [            ]  <b>Address:</b> [            ]  <b>Email:</b> [            ]</p>
<b>Commissioner Representative(s)</b>	<p><b>Karolina Arlukowicz</b>  <b>Address:</b>  <b>SOUTHAMPTON CITY CLINICAL</b>  <b>COMMISSIONING GROUP,</b>  <b>Medicines Management Team,</b>  <b>OAKLEY ROAD, SOUTHAMPTON,</b>  <b>HAMPSHIRE, SO16 4GX</b>  <b>Email:</b>  <a href="mailto:soccg.medicinesmanagement@nhs.net">soccg.medicinesmanagement@nhs.net</a></p>
<b>Provider Representative</b>	<p>[            ]  <b>Address:</b> [            ]  <b>Email:</b> [            ]  <b>Tel:</b> [            ]</p>

## 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 Monitor's 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 as required]

### C. Extension of Contract Term

*To be included only in accordance with the Contract Technical Guidance.*

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/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.

Or

**NOT USED**

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

<b>Service Specification No.</b>	10X_2018_Pharmacy_6
<b>Service</b>	Palliative Care Drugs in Community Pharmacies
<b>Commissioner Lead</b>	Karolina Arlukowicz
<b>Provider Lead</b>	
<b>Period</b>	1 <sup>st</sup> July 2020 – 31 <sup>st</sup> March 2022
<b>Date of Review</b>	April 2022

#### 1. Population Needs

##### 1.1 National/local context and evidence base

Palliative Care Drugs are specialist medicines that are not routinely available in all community pharmacies which may cause delay in treatment for patients. The aim of this service is to ensure palliative care drugs are available to clients who require drugs in order to ensure that there is no delay to treatment whilst also providing access, choice and support to clients, carers and clinicians.

The End of Life Care Programme emphasizes that 'the care of all dying patients must improve to the best level in all healthcare settings'. In relation to medicines, there are a number of issues that require consideration to facilitate symptom control in those patients who choose to live and die in the place of their choice and to reduce inappropriate admissions in the last weeks of their life. These include the ability to access commonly used drugs in palliative care via community pharmacy.

#### 2. Outcomes

##### 2.1 NHS Outcomes Framework Domains & Indicators

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

##### 2.2 Local defined outcomes

- To improve access to these specialist medicines when they are required by ensuring prompt access and continuity of supply.
- To support people, carers and clinicians by providing them with up to date information and advice, and referral where appropriate.

### 3. Scope

#### 3.1 Aims and objectives of service

This service is aimed at the supply of specialist medicines for palliative care, the demand for which may be urgent and/or unpredictable.

This service aims to provide an equitable service to all patients in all settings and to reduce the need for out of hours drugs, with the ultimate aim of providing the best level of End of Life care. The provider will provide information and advice to the user, carer and clinician, in line with locally agreed palliative care guidelines. They may also refer to specialist support groups or other health and social care professionals where appropriate.

#### 3.2 Service description/care pathway

- a. The provider holds the specified list of medicines required to deliver this service and will dispense (and re-order) these in response to NHS prescriptions presented. The pharmacist should be prepared to telephone suppliers to confirm delivery of stock if necessary (or delegate this task appropriately). The pharmacist must keep patients or their representatives fully informed regarding supplies of medicines (or delegate this task appropriately).
- b. If a provider is not able to fill the prescription in the time available then he/she needs to find another community pharmacy that is able to fill the prescription. This should be done by telephoning another community pharmacy, it should not be assumed that just because a community pharmacy is on the palliative care list they can supply on every occasion.
- c. The provider should plan for increased medication demand, particularly weekends and public holidays, when this is appropriate.
- d. In the event of supply issues or long term availability problems, the provider will inform the Medicines Management Team at the CCG (02380296916 or [soccg.medicinesmanagement@nhs.net](mailto:soccg.medicinesmanagement@nhs.net) FAO Karolina Arlukowicz) enabling the issue to be cascaded to relevant parties (suitable alternatives may need to be kept in stock in the interim).
- e. The provider has a duty to ensure that pharmacists involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.

Providers are required to have completed the Palliative Care section of CPPE's ***thelearningpharmacy.com*** (5 modules that can be found on <http://www.thelearningpharmacy.com/content/programme.asp?topic=28>) and e-mail their declarations of completion along with supporting documents **by the end of October 2020** (or within 3 months of a new pharmacist starting thereafter) to Karolina Arlukowicz, Medicines Management Team at [soccg.medicinesmanagement@nhs.net](mailto:soccg.medicinesmanagement@nhs.net).

- f. The provider will have and maintain Standard Operating Procedures to meet all of these service requirements and reflect changes in practice or guidelines
- g. The provider must demonstrate it has sufficient indemnity cover to support the provision of this service.
- h. The provider has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols. This includes all locum pharmacists.
- i. The provider should maintain appropriate records to ensure effective ongoing service delivery and audit.
- j. The CCG will arrange at least one provider meeting per year to promote service development and update the knowledge of pharmacy staff.

- k. The CCG will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The CCG will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines.
- l. When drugs held in stock expire - stock should be replenished as soon as possible and a **quarterly** claim can be made by the provider to the CCG via PharmOutcomes to cover the cost and replacement of these drugs.
- m. The provider will complete a quarterly Palliative Care Audit to the CCG via PharmOutcomes to demonstrate staff training, SOP and stock holding.
- n. The CCG and Local Pharmacy Committee will disseminate information on the service to other pharmacy contractors and health care professionals in order that they can signpost patients to the service.
- o. The provider shall notify Southampton City CCG of any changes of pharmacist accredited to perform services under this contract with at least 28 days' notice.
- p. The provider should make every effort to replace the departing pharmacist with a suitable replacement who is able to be accredited for the continued provision of the services under this contract.

### **Planning and Communication**

It is recommended that wherever possible, when a palliative care patient is being cared for in the community setting, early warning to Community Pharmacies from the Palliative Care Consultant, GP, District Nurse or Palliative Care Nurse about the type and volume of drugs the patient is using would enable all community pharmacies to be prepared for any prescriptions.

For those pharmacies involved in this service, it is vital for them to keep aware of any changes in prescribing patterns to allow them to monitor and get feedback on the service they are providing.

### **Drugs Available**

The provider will guarantee to stock an agreed formulary of the commonly prescribed drugs (see APPENDIX 1). These drugs have been agreed by the service providers and are considered to cover the majority of "urgent" requests. These drugs do not cover all eventualities and are for emergencies only.

The Palliative Care Medicines List (APPENDIX 1) will be circulated to all primary care prescribers, including the out of hours services, District Nurses, Palliative Care Nurses, Community Pharmacies, Hospital Pharmacists and Palliative Care Consultants so that all the appropriate health care professionals are aware of what is reasonable to expect to be available both in and out of hours.

### **Access to the Service**

Details of the Palliative Care pharmacies will be circulated to all community based Palliative Care Nurses and District Nurses and to other Community Pharmacies. During working hours, it is anticipated that in the first instance, prescriptions should be presented at any local community pharmacy, and the "palliative care" pharmacies used mainly in an emergency situation, where the drugs cannot be obtained by the local community pharmacy within an appropriate timescale.

### **3.3 Population covered**

Patients with a valid FP10 prescription for medicines on the approved formulary list.

Seven Southampton community pharmacies (see APPENDIX 2) provide the service based

on location and opening hours. These are:

- Adelaide, Western Community Hospital, SO16 4XE
- Bassett Pharmacy, 19 Burgess Road, SO16 7AP
- Bassil Chemist, 55A Bedford Place, SO15 2DT
- Bitterne Pharmacy, 62a West End Road, SO18 6TG
- Boots the Chemist, West Quay Retail Park, SO15 1BA
- Sangha Pharmacy, 48 Thornhill Park Road, SO18 5TQ
- SK Roy, 44 St Mary's Road, SO14 0BG

### 3.4 Any acceptance and exclusion criteria and thresholds

There are no exclusions to patients meeting the above criteria.

### 3.5 Interdependence with other services/providers

The Provider shall ensure that effective and clear communication is maintained with patients and GP surgeries.

Appendix's



Appendix 1 - Palliative care CP



Appendix 2 - iten Declaration of comple



Appendix 3 - List of Participating Pharmac

## 4. Applicable Service Standards

### 4.1 Applicable national standards (eg NICE)

NICE: End of Life Care; published guidance (6), published quality standards (3)  
<https://www.nice.org.uk/guidance/health-and-social-care-delivery/end-of-life-care>

### 4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)

### 4.3 Applicable local standards

## 5. Applicable quality requirements and CQUIN goals

### 5.1 Applicable Quality Requirements (See Schedule 4A-D)

See Schedule 4

### 5.2 Applicable CQUIN goals (See Schedule 4E)

Not applicable

## 6. Location of Provider Premises

The Provider's Premises are located at:

The pharmacy

## 7. Individual Service User Placement

Not applicable

**Insert text locally as required**

## SCHEDULE 2 – THE SERVICES

### Ai. Service Specifications – Enhanced Health in Care Homes

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.

<b>1.0 Enhanced Health in Care Homes Requirements</b>	
<b>1.1 Primary Care Networks and other providers with which the Provider must cooperate</b>  <input type="checkbox"/> PCN (acting through lead practice [     ]/other) <input type="checkbox"/> PCN (acting through lead practice [     ]/other) <input type="checkbox"/> other providers	
<b>1.2 Indicative requirements</b>	
By 31 July 2020, agree the care homes for which it has responsibility with the CCG, and have agreed with the PCN and other providers [listed above] a simple plan about how the service will operate.	YES
Work with the PCN and other relevant providers [listed above] to establish, by 30 September 2020, a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Work with the PCN to establish, as soon as is practicable, and by no later than 31 March 2021, 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
From 30 September 2020, participate in and support 'home rounds' as agreed with the PCN as part of an MDT.	YES/NO
Work with the PCN to establish, by 30 September 2020, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes.  Through these arrangements, the MDT will: <ul style="list-style-type: none"> <li>• aim for the plan to be developed and agreed with each new resident within seven working days of admission to the home and within seven working days of readmission following a hospital episode (unless there is good reason for a different timescale);</li> <li>• develop plans with the person and/or their carer;</li> <li>• base plans on the principles and domains of a Comprehensive Geriatric Assessment including assessment of the physical,</li> </ul>	YES/NO

<p>psychological, functional, social and environmental needs of the person including end of life care needs where appropriate</p> <ul style="list-style-type: none"> <li>• draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals;</li> <li>• make all reasonable efforts to support delivery of the plan</li> </ul>	
<p>From 30 September 2020, 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>From 30 September 2020, work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27.</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)

Not Applicable

### G. Other Local Agreements, Policies and Procedures

Not Applicable

### J. Transfer of and Discharge from Care Protocols

Not Applicable

### K. Safeguarding Policies and Mental Capacity Act Policies

The provider will ensure they have appropriate safeguarding and mental capacity act policies in place that reflects guidance provided by National Pharmacy Agency - <http://www.npa.co.uk/> and Royal Pharmaceutical Society - <https://www.rpharms.com/>

The Southampton City CCG Framework for Assessing a Safeguarding Policy is attached below.



Framework for  
Assessing a Safeguar

## SCHEDULE 3 – PAYMENT

### A. Local Prices

Southampton City CCG agree to pay the following:

- Annual retainer of £ for pharmacies participating in the scheme; paid quarterly in arrears. Payment will be made following a declaration (via PharmOutcomes) of a completed *quarterly palliative care audit* (confirming stock availability, staff training, SOP in place).  
First quarterly audit for this contract will be due by the 31<sup>st</sup> of December 2020. Audits will continue quarterly thereafter.
- Reimburse the cost of medicines on the list which have expired. The reimbursement will be based on the quarterly declaration (via PharmOutcomes) within the *quarterly palliative care audit* and will be at the cost in the Drug Tariff at the time of the claim i.e. 30<sup>th</sup> June, 30<sup>th</sup> September, 31<sup>st</sup> December, 31<sup>st</sup> March. Payments will be made in arrears.  
First quarterly audit will be due by the 31<sup>st</sup> of December 2020. Audits will continue quarterly thereafter.
- Completed audits should be submitted via PharmOutcomes no later than on the last day of the month in each quarter (30<sup>th</sup> June, 30<sup>th</sup> September, 31<sup>st</sup> December, 31<sup>st</sup> March).
- Reimbursement for extra controlled drug storage space if necessary, subject to mutual agreement. Reimbursement will only be made against copies of receipts for approved expenditure
- Should, following a review, items be removed from the list then the usual 'out of date' claims process should be followed for the next four quarters. The removed items should not be re-ordered and any remaining undispensed stock (after 4 quarters) should be claimed as 'out of date/no longer in use' via PharmOutcomes during the *quarterly palliative care audit*. Such changes will be communicated to the providers and timescales outlined.

### B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

**Applicable**

### C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: <https://improvement.nhs.uk/resources/locally-determined-prices/>). For each Local Modification application granted by NHS Improvement, copy or attach the decision

*notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

**Not Applicable**

**F. Expected Annual Contract Values**

Estimated £ per pharmacy
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## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
<del>E.B.4</del>	<del>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*</del>	<del>Operating standard of no more than 1%</del>	<del>Review of Service Quality Performance Reports</del>	<del>Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</del>	<del>Monthly</del>	<del>GS D</del>
<del>E.B.S.3</del>	<del>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*</del>	<del>Operating standard of 95%</del>	<del>Review of Service Quality Performance Reports</del>	<del>Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</del>	<del>Quarterly</del>	<del>MH</del>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable	Review of Service Quality Performance Reports	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

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
		Safety Incident in accordance with Regulation 20 of the 2014 Regulations				
	<i>Completion of a valid NHS Number field in mental health commissioning data sets submitted via SUS, as defined in Contract Technical Guidance</i>	<i>99%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>MH</i>
	<i>Completion of Mental Health Services Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>MH</i>
	<i>Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance</i>	<i>Operating standard of 90%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>MH</i>
<i>E.H.4</i>	<i>Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental</i>	<i>For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018,</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<del>state) who wait less than two weeks to start a</del>	<del>operating standard of 53%</del>				

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

## SCHEDULE 4 – QUALITY REQUIREMENTS

### C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
Robust Standard Operating Procedure in place to provide this service	Evidence of a robust SOP in place	Quarterly audit reported via Pharmoutcomes	Action plan to investigate and address any issues identified	Quarterly	Schedule 2, Section 3.2
All staff involved in service delivery have received minimum standard of training for their role and have current competency assessment	Minimum training and competency standards detailed in schedule 2A	Quarterly audit reported via Pharmoutcomes	Remedial action plan to address training needs identified within agreed timeframe	Quarterly	Schedule 2, Section 3.2
<b>Insert text and/or attach spreadsheet or documents locally</b>					

## SCHEDULE 4 – QUALITY REQUIREMENTS

### D. Commissioning for Quality and Innovation (CQUIN)

**EITHER:**

**CQUIN Table 1: CQUIN Indicators**

<b>Not Applicable</b>
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**OR:**

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract.

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>National Requirements Reported Centrally</b>			
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at <a href="https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections">https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections</a>	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
1. where mandated for and as applicable to the Provider and the Services			
<b>National Requirements Reported Locally</b>			
2.			
3. Activity and Finance Report	Quarterly	Data to be submitted on PharmOutcomes during reporting window	During appropriate reporting window: 1 <sup>st</sup> July 2020 – 31 <sup>st</sup> of March 2022
4.			
5. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Quarterly	Data to be submitted on PharmOutcomes during reporting window	During appropriate reporting window: 1 <sup>st</sup> July 2020 – 31 <sup>st</sup> of March 2022
6. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	Not applicable	Not applicable	Not applicable
Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	Data to be submitted to the CCG during reporting window	During appropriate reporting window: 1 <sup>st</sup> July 2020 – 31 <sup>st</sup> of March 2022
Summary report of all incidents requiring reporting	Quarterly	Data to be submitted on PharmOutcomes during reporting	During appropriate reporting window:

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

	Reporting Period	Format of Report	Timing and Method for delivery of Report
		window	1 <sup>st</sup> July 2020 – 31 <sup>st</sup> of March 2022

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### C. Incidents Requiring Reporting Procedure

**Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents**

The provider will comply with the Serious Incident Requiring Investigation policy as per local reporting requirements via the National Reporting and Learning System (NRLS) and shared with Southampton City CCG.

Guidance on reporting patient safety incidents that occur in pharmacies is available here:

<http://www.nrls.npsa.nhs.uk/about-us/>

An e-form is available to facilitate the reporting process for practices. A desktop icon linking to the web-based form can be downloaded via the above link.



Guide to reporting patient safety incident



NHS England South  
Process to Support Ni



**Serious Incident Framework 2015.pdf**

#### Incidents Requiring Reporting Procedure



Schedule 6C Serious Incidents.docx

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **F. Provider Data Processing Agreement**

**Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting 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**

**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 tender or retender 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) 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

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

*\*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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