

**NHS Standard Contract**

**NHS Standard Contract 2017/18 and 2018/19**

**Particulars (Shorter Form)**

**Contract title/ref: 01F-EoLMed-4**

**2017/18 and 2018/19**

**Particulars (Shorter Form)**

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Prepared by: NHS Standard Contract Team

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| **Contract Reference** | 01F-EoLMed-4 |
| --- | --- |

| **DATE OF CONTRACT** |  |
| --- | --- |
| **SERVICE COMMENCEMENT DATE** |  |
| **CONTRACT TERM** | **[2] years commencing from the service commencement date** |
| **COMMISSIONERS** | **NHS Halton CCG (ODS 01F)** |
| **CO-ORDINATING Commissioner** | **NHS Halton CCG** |
| **PROVIDER** |  |

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**CONTRACT**

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

1. the **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** |
| --- | --- |
| **Lucy Reid for**  **and on behalf of**  **NHS Halton CCG** | **Head of Medicine Management ……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

| **SIGNED by** | **……………………………………………………….**  **Signature** |
| --- | --- |
| **[INSERT AUTHORISED**  **SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT PROVIDER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

|  |  |
| --- | --- |
| **SERVICE COMMENCEMENT AND CONTRACT TERM** |  |
| **Effective Date** | **18/08/2017** |
| **Expected Service Commencement Date** | **01/04/2017** |
| **Longstop Date** | **Three months after the commencement date** |
| **Service Commencement Date** | **01/04/2017** |
| **Contract Term** | **[2] years from Service Commencement Date** |
| **Option to extend Contract Term** | **NO** |
| **Notice Period (for termination under GC17.2)** | **3 months** |
| **SERVICES** |  |
| **Service Categories** | **Indicate all that apply** |
| **Continuing Healthcare Services (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)** |  |
| **Service Requirements** |  |
| **Essential Services (NHS Trusts only)** | **N/A** |
| **PAYMENT** |  |
| **National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)** | **N/A** |
| **Local Prices Apply to some or all Services** | **N/A** |
| **Expected Annual Contract Value Agreed** | **YES** |
| **GOVERNANCE AND REGULATORY** |  |
| **Provider’s Nominated Individual** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Information Governance Lead** | **[ ]**  **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 Deprivation of Liberty Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **Provider’s Freedom To Speak Up Guardian** | **[ ]**  **Email: [ ]**  **Tel: [ ]** |
| **CONTRACT MANAGEMENT** |  |
| **Addresses for service of Notices** | **Co-ordinating Commissioner:**  **NHS Halton CCG**  **Runcorn Town Hall**  **Heath Road**  **Runcorn**  **WA75TD**  **Email: Martin.Stanley@haltonccg.nhs.uk**  **Provider: [ ]**  **Address: [ ]**  **Email: [ ]** |
| **Commissioner Representative(s)** | **Lucy Reid**  **NHS Halton CCG**  **Email:** [**lucy.reid@haltonccg.nhs.uk**](mailto:lucy.reid@haltonccg.nhs.uk)  **Tel: 01928 593452** |
| **Provider Representative** | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **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. [All regular pharmacists employed by the service provider must have completed the CPPE distance learning package on Palliative Care and associated e-assessment.   A copy of the certificates of completion of the E-assessment will be submitted at the time of the pharmacies annual declaration and claim for service fees. |
| --- |

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

On Demand Access to End of Life Medicines

Introduction

ODAP

Patients entering the dying phase of a terminal illness often experience new or worsening symptoms including, pain, nausea, vomiting, agitation, increased respiratory tract secretions and dyspnoea. Prompt access via this service to medication to alleviate these symptoms is essential to avoid distress to both patients and their carers, and supports the patient’s choice to die in their preferred place of care.

1. Service Description

Community pharmacies participating in this service will hold and maintain an agreed stock of medication.

Aims and Objectives

To improve the care of the dying in the last few days/hours of life by:

* Maintaining an agreed stock of medicines used to alleviate the symptoms experienced by patients entering the dying phase of a terminal illness at designated community pharmacies. (Appendix A – Drug list.) This is intended for supply by community pharmacies against FP10 prescriptions issued.
* Ensuring access to the agreed stock of medicines is available during normal working hours including weekends and evenings.
* Designated community pharmacies signposting carers to other participating service providers with confirmed sufficient stock, in the event that they are unable to immediately supply the necessary palliative care medicines.
* Supporting patients, carers and clinicians by providing them with up to date information and advice and referral to specialist palliative care services where appropriate.
* Avoid unnecessary hospital admissions where the sole purpose of admission is to access appropriate medication

**Service Outline**

A minimum stock of agreed medications (appendix B ) must be carried at each community pharmacy (the service provider) commissioned to do so.

Medication issued to patients from the agreed list will be supplied in accordance with the Medicines Act (1968). Prescriptions will normally be issued by a general practitioner or Non-medical prescriber on an FP10.

After issuing stock from the agreed list the service provider must ensure the stock is restored to the minimum level within 24 hours. (Taking into account usual delivery schedules)

The CCG recognises the difficulty in ordering replacement stock at weekends and during holiday periods. In the event that stock cannot be replaced, promptly and a medicine is unavailable for issue to fulfil a subsequent FP10, the service provider and not the patient will endeavour to identify an alternative point of supply for the patient or their representative. To identify and manage shortfalls in the service a significant event reporting form (Appendix D) should be completed and forwarded to the CCG medicines management team in events where alternative providers have needed to be identified.

In the event that the FP10 cannot be fulfilled by an alternative service provider the service provider shall do one or more of the following dependent on the service being provided

* Contact prescriber
* Seek advice on a suitable alternative medication from the 24/7 Palliative Care advice line for Health Professionals for Halton,St Helens and Knowsley (0844 225 0677) and liaise with the prescriber re a replacement prescription (service 1 only)
* Seek advice from a relevant specialist team such as IV therapy service district nurses microbiology or rapid clinical assessment team

In the event that stock is not available to replenish stock to the minimum level due to manufacturing or supply issues, the service provider will inform the CCG medicines management team promptly (within 48 hours). The medicines management team will seek advice on suitable alternatives and communicate these with other providers and with local GPs to avoid generating an FP10 that cannot be fulfilled.

The pharmacist will be available to offer professional advice to patients and carers on the medicines dispensed and their use within the relevant therapeutic area.

In line with the signposting essential service, the pharmacist will also refer to specialist centres, support groups or other health and social care professionals where appropriate.

The pharmacist will ensure that they have access to relevant and up-to-date reference sources to allow them to respond to requests for information and advice.

Delivery of the prescription items will be provided if needed and whenever possible but will be at the discretion of the pharmacy depending on whether timescales are deemed appropriate.

The service provider must be able to demonstrate compliance with the NPSA Safer Practice Notice- Ensuring safer practice with high dose ampoules of morphine and diamorphine.

<http://www.nrls.npsa.nhs.uk/resources/?EntryId45=59803>

The service provider will produce a Standard Operating Procedure (SOP) for all staff and locums. This will include:

* + - Details of wholesalers – delivery/order times and contact details.
    - List of agreed medicines.
    - Contact details of other pharmacies in the scheme.

Contact details for CCG Medicines Management Team

* + - Contact details for 24/7 Palliative Care advice line for Health Professionals for Halton,St Helens and Knowsley
    - Contact details of the local IV Therapy Service and microbiologist
    - Delivery arrangements – if relevant
    - Record of stock check.
    - Significant event reporting form.
    - Process for reporting significant events including those relating to Controlled Drugs
    - Details of relevant NPSA and MHRA alerts
    - Location of resources

The SOP should be reviewed annually or before if circumstances dictate. Each review should be documented and the SOP subject to version control. Staff must read, date and sign the SOP after a review.

The Standard Operating Procedure must be available to the commissioner if requested.

**Expired Medicines**

The service provider may claim payment from the CCG for stock obtained and held for the purposes of this service which pass their expiry date.

Reimbursement for replacement of expired drugs will calculated at the latest Drug Tariff price.

The service provider should claim payment using the form available on Appendix C and submit as supporting evidence along with the associated invoice to SBS

**Accessibility/Selection of providers**

A minimum of one service provider selected to provide the service across Halton will provide a 100 hour pharmacy service.

The service is to be provided throughout the entire pharmacies opening hours.

Changes in hours must be communicated to the CCG lead as this may result in a review of service provision

If concerns are raised regarding the continuity of service provision the commissioner reserves the right to instigate discussions with the contractor, which could lead to termination of the contract

If, for whatever reason, the service provider ceases to provide the essential services under the service provider contractual framework then the service provider will become ineligible to provide this enhanced service.

**Training**

All regular pharmacists employed by the service provider must have completed the CPPE distance learning package on Palliative Care and associated e-assessment.

<https://www.cppe.ac.uk/programmes/l/palliativefp-p-01/>

A copy of the certificates of completion of the E-assessment will be submitted at the time of the pharmacies annual declaration and claim for service fees.

Registered pharmacy technicians employed by the service provider should also be encouraged to complete the same training.

The pharmacists must be able to demonstrate on-going CPD related to palliative care and antimicrobials through private study and attendance at relevant teaching sessions.

In addition, each service provider will appoint a pharmacist to lead on this service. This pharmacist will attend additional any relevant training provided by the CCG that will support the delivery of this service.

The service provider must ensure that all staff working in the pharmacy, including locums, have relevant knowledge, are appropriately trained and operate within protocols / SOPs, this includes understanding when to recommend the service to clients and using sensitive client-centred communication skills. This is to ensure that the service is available for the entire opening hours of the pharmacy.

**Audit**

The service provider must ensure their agreed medication stock is audited every month to ensure the minimum stock level of each drug is maintained, and to ensure the shelf life of each item is sufficient to cover the period until the next audit plus one week. (See Appendix B Monthly stock Audit)

The service provider will report the number of items issued from the agreed stock list each month. Appendix B

The service provider will submit a copy of the monthly stock audit to the CCG medicines management team.

**Quality Indicators**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality dimension** | **Indicator** | **Method of measurement** | **Threshold** | **Consequence of breach** |
| Clinical governance - Patient safety | All significant events and complaints are used as a learning tool | Findings from root cause analysis are forwarded to the CCG | Report within 48 hours of incident  100% compliance | The commissioner reserves the right to instigate discussions with the contractor, which could lead to termination of the contract  100% compliance |
| Clinical governance - Patient safety | The service provider reviews its standard operating procedures for the service on an annual basis | Annual declaration | 100% compliance |
| Availability of stock | To identify and manage shortfalls in the service an email highlighting the significant event must be forwarded to the CCG medicines management team via [hccg.haltonmedsmanissues@nhs.net](mailto:hccg.haltonmedsmanissues@nhs.net) in events where alternative providers have needed to be identified. | Community service provider record of communications | Report received same day as manufactures cannot supply (MCS) highlighted to service provider |
| Availability of stock | CCG must be informed of any manufacturer or wholesaler 'cannot supply' on the list of medicines via [hccg.haltonmedsmanissues@nhs.net](mailto:hccg.haltonmedsmanissues@nhs.net) Within 48hrs | Community service provider record of communications | Report received same day as cannot supply (MCS) highlighted to service provider  100% compliance |
| Suitably Qualified Workforce | |  | | --- | | The service provider can demonstrate that pharmacists involved in the provision of the service have undertaken CPD relevant to this service | | Annual declaration | 100% compliance |

**Service evaluation**

Significant events reporting incidents of stock shortages will be reviewed by the CCG regularly to identify changes required in formulary items or stock levels.

The service will be reviewed every 2 years to ensure it meets the needs of patients, healthcare professionals and the NHS and to identify any improvements that could be made. Feedback will be to the LPC/CCG and any other stakeholder groups using the following criteria: -

* + - Frequency of use
    - Items dispensed
    - The locality in which the patients access service
    - Feedback received from stakeholders about the service (patients, pharmacists, Macmillan Nurses, Local Care Direct)
    - Evidence of patients having problems in accessing medicines
    - Review of any incidents arising from the service

**Record Keeping**

The service provider must keep records of their monthly audits and of any claims made to the CCG, and records of significant events and evidence of associated root cause analysis reported.

**Publicity**

A summary of the service provided including formulary and a list of participating pharmacies will be circulated across NHS Halton CCG GPs, MacMillan nurses, district nurses, hospices, councils, community pharmacies, urgent care centres, other relevant CCG staff and secondary care organisations.

**CCG responsibilities**

The Medicines Management team will provide adequate signposting for patients, carers and clinicians to improve awareness and the availability of support and advice.

The CCG will be responsible for providing relevant training that will support the delivery of this service which will include local guidance on symptom management in the dying patient and IV therapy. All other training is the responsibility of the participating contractors and individual pharmacists.as detailed in section 7.

Trends in significant events reporting incidents of stock shortages will be reviewed by the CCG regularly to identify changes required in formulary items or stock levels.

The service will be reviewed every 2 years to ensure it is working correctly; meets the needs of patients, healthcare professionals and the NHS and to identify any improvements could be made.

**Complaints**

The service provider must have a complaints procedure that complies with Local Authority Social Services and National Health Service complaints (England) Regulations 2009.

Complaints directly linked to the quality of this service must be reported to the commissioner immediately (within 48 hours).

**Payment to Participating Pharmacies – Not all providers will deliver both levels**

The accredited service provider may claim an annual retention fee of £1000

Expired medicines held under the scheme will be reimbursed at the latest Drug Tariff price. Service providers should invoice the CCG for payment.

Payments will be based on the receipt of the annual declaration from the service provider that they have complied with the quality indicators required for the service during the previous 12 months (Appendix E)

It is the responsibility of the provider to ensure appropriate VAT returns are made

**Appendix A**

On Demand Availability of Palliative Care Medicines

**Drug List for Runcorn and Widnes pharmacies**

| **Drug name** | **Proprietary name** | **Formulation** | **Strength** | **Stock** |
| --- | --- | --- | --- | --- |
| Alfentanil |  | Injection | 500microgram/ml injection 2ml ampoules | 1x10 |
| Cyclizine | Valoid | Injection | 50mg/ml (1ml ampoule) | 4 x 5 |
| Dexamethasone | n/a | Injection | 3.8mg/ml (1ml ampoule ASPEN) | 1 x 5 |
| Diamorphine HCl | n/a | Injection | 5mg | 4 x 5 |
| Diamorphine HCl | n/a | Injection | 10mg | 2 x 5 |
| Diamorphine HCl | n/a | Injection | 30mg | 2 x 5 |
| Diamorphine | n/a | Injection | 100mg | 1 x 5 |
| Glycopyrronium bromide | Robinul | Injection | 200micrograms/ml(1ml ampoule) | 4 x 10 |
| Glycopyrronium bromide |  | Injection | 200micrograms(3ml ampoules) | 1x5 |
| Haloperidol | Haldol | Injection | 5mg/ml (1ml ampoule) | 2 x 5 |
| Hyoscine butylbromide | Buscopan | Injection | 20mg/ml (1ml ampoule) | 1 x 10 |
| Hyoscine hydrobromide |  | Injection | 400 mcg/ml injection 1ml ampoules | 1x10 |
| Levomepromazine | Nozinan | Injection | 25mg/ml (1ml ampoule) | 1 x 10 |
| Midazolam | Hypnovel | Injection | 5mg/ml (2ml ampoule) | 4 x 10 |
| Morphine sulphate |  | Injection | 10mg /ml 1ml ampoules | 2 x10 |
| Morphine sulphate |  | Injection | 30mg ampoules | 2x 10 |
| Oxycodone hydrochloride | Oxynorm | Injection | 10mg/ml (1ml ampoule) | 1 x 5 |
| Oxycodone hydrochloride |  | Injection | 10mg/ml (2ml ampoule) | 1 x 5 |
| Sodium chloride | n/a | Injection | 0.9% w/v (10ml ampoule) | 2 x 10 |
| Sodium chloride | n/a | Injection | 0.9% w/v (100 ml) | 20x 100ml |
| Water for injection | n/a | Injection | 2ml | 1 x 10 |
| Water for injection | n/a | Injection | 5ml | 1 x10 |
| Water for injection | n/a | Injection | 10ml | 4 x 10 |

Name of Service provider Month

Date of Stock Check Date next stock check due

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Drug name** | **Formulation** | **Strength** | **Required Stock Level** | **Actual Stock Level** | **Expiry Date** | **No of Items issued in previous month** | **Comments/Actions Required** |
| Alfentanil | Injection | 500microgram/ml injection 2ml ampoules | 1 x 10 |  |  |  |  |
| Cyclizine | Injection | 50mg/ml (1ml ampoule) | 4 x 5 |  |  |  |  |
| Dexamethasone | Injection | 3.8mg/ml (1ml ampoule ASPEN) | 1 x 5 |  |  |  |  |
| Diamorphine HCl | Injection | 5mg | 4 x 5 |  |  |  |  |
| Diamorphine HCl | Injection | 10mg | 2 x 5 |  |  |  |  |
| Diamorphine HCl | Injection | 30mg | 2 x 5 |  |  |  |  |
| Diamorphine | Injection | 100mg | 2 x 5 |  |  |  |  |
| Glycopyrronium bromide | Injection | 200micrograms/ml(1ml ampoule) | 4 x 10 |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Drug name** | **Formulation** | **Strength** | **Required Stock Level** | **Actual Stock Level** | **Expiry Date** | **No of Items issued in previous month** | **Comments/Actions Required** |
| Haloperidol | Injection | 5mg/ml (1ml ampoule) | 2 x 5 |  |  |  |  |
| Hyoscine butylbromide | Injection | 20mg/ml (1ml ampoule) | 1 x 10 |  |  |  |  |
| Hyoscine hydrobromide | Injection | 400 mcg/ml injection 1ml ampoules | 1x10 |  |  |  |  |
| Levomepromazine | Injection | 25mg/ml (1ml ampoule) | 1 x 10 |  |  |  |  |
| Midazolam | Injection | 5mg/ml (2ml ampoule) | 4 x 10 |  |  |  |  |
| Morphine sulphate | Injection | 10mg /ml 1ml ampoules | 1x10 |  |  |  |  |
| Oxycodone hydrochloride | Injection | 10mg/ml (1ml ampoule) | 1 x 5 |  |  |  |  |
| Sodium chloride | Injection | 0.9% w/v (10ml ampoule) | 2 x 10 |  |  |  |  |
| Sodium chloride | Injection | 0.9% w/v (100 ml) | 20x 100ml |  |  |  |  |
| Water for injection | Injection | 2ml | 1 x 10 |  |  |  |  |
| Water for injection | Injection | 10ml | 4 x 10 |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Payment and audit form for the provision of on demand palliative care drugs by community pharmacists under the NHS Halton CCG agreement** | | | | | | | | | | |
| **Date** | | **Description** | | | | | **Pharmacist (print)** | | **Claim (£)** | |
|  | | **Expired stock (please list)** | | | | |  | |  | |
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|  | |  | | | | | **Total** | |  | |
|  |  | |  |  |  |  | | | |  |
|  | **Service provider stamp** | |  | **I confirm that all the above claims are legitimate and are in accordance with the service level agreement.** |  | **For office use only** | | | |  |
|  |  | |  |  |  | Budget code | |  | |  |
|  |  | |  | (Pharmacists signature on behalf of the service provider) |  | Authorised by | |  | |  |
|  |  | |  |  |  | Date paid | |  | |  |
|  |  | |  | (Date) |  |  | | | |  |
|  |  | |  |  |  |  |
|  |  | |  | (PPA service provider contractor code) |  |  | | | |  |
| **Return to: Karen Irvine, Halton Clinical Commissioning Group, Runcorn Town Hall, Heath Road, Runcorn WA7 5TD** | | | | | | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| Significant event reporting form | | | |
| **Date** | **Description** | **Pharmacy** | **Pharmacist (print)** |
|  |  |  |  |

|  |
| --- |
| **Return to: Karen Irvine, Halton Clinical Commissioning Group, Runcorn Town Hall, Heath Road, Runcorn WA7 5TD** |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Annual declaration from - Provision of on demand palliative care drugs by community pharmacists under the NHS Halton CCG agreement | | | | | | | | | | |
| **Date** | | **Description** | | | | | **Pharmacist (print)** | | **Claim (£)** | |
|  | | **Annual retention fee £1000** | | | | |  | |  | |
|  | Please provide   * Declaration that you have an SOP relevant to this service * No of significant events in the last 12 months * Copy of CPPE e-assessment | | | | | | | | |  |
|  | **Service provider stamp** | |  | **I confirm that I have complied with the quality indicators required for the service during the previous 12 months and the above claim is legitimate and in accordance with the service level agreement.** |  | **For office use only** | | | |  |
|  |  | |  |  |  | Budget code | |  | |  |
|  |  | |  | (Pharmacists signature on behalf of the service provider) |  | Authorised by | |  | |  |
|  |  | |  |  |  | Date paid | |  | |  |
|  |  | |  | (Date) |  |  | | | |  |
|  |  | |  |  |  |  |
|  |  | |  | (PPA service provider contractor code) |  |  | | | |  |
| **Return to: Karen Irvine, Halton Clinical Commissioning Group, Runcorn Town Hall, Heath Road, Runcorn WA7 5TD** | | | | | | | | | | |

1. **Indicative Activity Plan**

| **Not Applicable** |
| --- |

1. **Essential Services (NHS Trusts only)**

| **Not Applicable** |
| --- |

1. **Other Local Agreements, Policies and Procedures**

| **Insert details / web links as required or state Not Applicable** |
| --- |

1. **Transfer of and Discharge from Care Policies**

| **Not applicable** |
| --- |

1. **Safeguarding Policies and Mental Capacity Act Policies**

| All pharmacies commissioned to provide locally commissioned services must have a Safeguarding policy in place. |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| **Not Applicable** |
| --- |

1. **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://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor*](https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor)*) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

| **Not Applicable** |
| --- |

1. **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://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor*](https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor)*). 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** |
| --- |

1. **Expected Annual Contract Values**

| £1000 set retention fee per annum, reimbursement cost for out of date drugs will be activity demand led |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **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** |
| --- | --- | --- | --- | --- | --- | --- |
| ***E.B.4*** | ***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test\**** | ***Operating standard of no more than 1%*** | ***Review of Service Quality Performance Reports*** | ***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*** | ***Monthly*** | ***CS***  ***D*** |
| E.B.S.3 | 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\* | Operating standard of 95% | Review of Service Quality Performance Reports | 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 | Quarterly | MH |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations | 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 |
|  | Completion of a valid NHS Number field in mental health commissioning data sets submitted via SUS, as defined in Contract Technical Guidance | 99% | Review of Service Quality Performance Reports | 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 | Monthly | MH |
|  | Completion of Mental Health Minimum Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of Service Quality Performance Reports | 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 | Monthly | MH |
|  | Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance | Operating standard of 90% | Review of Service Quality Performance Reports | 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 | Monthly | MH |
| E.H.4 | Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care\* | For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53% | Review of Service Quality Performance Reports | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Quarterly | MH |
| E.H.1 | Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment\* | Operating standard of 75% | Review of Service Quality Performance Reports | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Quarterly | MH |
| E.H.2 | Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment\* | Operating standard of 95% | Review of Service Quality Performance Reports | Issue of Contract Performance Notice and subsequent process in accordance with GC9 | Quarterly | MH |

In respect of the Operational Standard shown in ***bold italics*** the provisions of SC36.27A apply.

\* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19,* available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf>

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality dimension** | **Indicator** | **Method of measurement** | **Threshold** | **Consequence of breach** |
| Clinical governance - Patient safety | All significant events and complaints are used as a learning tool  For all controlled drugs reporting requirements to the CD Accountable Officer must also be adhered to | Findings from root cause analysis are forwarded to the CCG | Report to the CCG within 48 hours of incident  100% compliance | The commissioner reserves the right to instigate discussions with the contractor, which could lead to termination of the contract  100% compliance |
| Clinical governance - Patient safety | The service provider reviews its standard operating procedures for the service on an annual basis | Annual declaration | 100% compliance |
| Availability of stock | To identify and manage shortfalls in the service a significant event reporting form should be completed and forwarded to the CCG medicines management team in events where alternative providers have needed to be identified. | Community service provider record of communications | Report received within 48 hours as manufactures cannot supply (MCS) highlighted to service provider |
| Availability of stock | CCG is informed of any manufacturer or wholesaler 'cannot supply' on the list of medicines | Community service provider record of communications | Report received within 48 hours as cannot supply (MCS) highlighted to service provider  100% compliance |
| Suitably Qualified Workforce | |  | | --- | | The service provider can demonstrate that pharmacists involved in the provision of the service have undertaken CPD relevant to this service | | Annual declaration | 100% compliance |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Commissioning for Quality and Innovation (CQUIN)**

**CQUIN Table 1: CQUIN Indicators**

| **Not Applicable** |
| --- |

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 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   <http://content.digital.nhs.uk/article/5073/Central-Register-of-Collections>  where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | [For local agreement, not less than quarterly] | [For local agreement] | [For local agreement] |
| 1. 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 | [For local agreement] | [For local agreement] | [For local agreement] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| **Local Requirements Reported Locally** |  |  |  |
| **Insert as agreed locally\*** |  |  |  |

\* In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the *Data Services for Commissioners Resources* webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

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

1. **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** |
| **Reported via the pharmacy Superintendent Pharmacist and the CCG must be notified.**  **For all controlled drugs reporting requirements to the CD Accountable Officer must also be adhered to** |

# 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. 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;
   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
   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:
   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);
   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. 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;
   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
   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:
   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;
   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
   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** meansthe 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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