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**NHS Standard Contract 2021/22**

**Particulars (Shorter Form)**

***Contract title / ref: NHS Halton CCG Minor ailment Scheme* 01F-MAS**

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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|  |  |
| --- | --- |
| **Contract Reference** | **01F-MAS-(pharmacy name)** |
| **DATE OF CONTRACT** | **03/06/21** |
| **SERVICE COMMENCEMENT DATE** | **01/04/21** |
| **CONTRACT TERM** | **[2] years commencing**  **[01/04/21]**  **[(or as extended in accordance with Schedule 1C)]** |
| **COMMISSIONERS** | **[NHS Halton CCG] (ODS [01F])** |
| **CO-ORDINATING Commissioner** | **[NHS Halton CCG]** |
| **PROVIDER** | **[ ] (ODS [ ])**  **Principal and/or registered office address:**  **[ ]**  **[Company number: [ ]** |

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**CONTRACT**

**Contract title:** **NHS Halton CCG Minor ailment Scheme**

**Contract ref:** **01F-MAS**

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** |
| --- | --- |
| **Lucy Reid for**  **and on behalf of**  **NHS Halton CCG** | **Head of Medicine Management**  **Title**  **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** | | **03/06/21** | |
| **Expected Service Commencement Date** | | **01/04/21** | |
| **Longstop Date** | | **Three months after the commencement date** | |
| **Service Commencement Date** | | **01/04/21** | |
| **Contract Term** | | **[2] years/months commencing**  **[01/04/21]**  **[(or as extended in accordance with Schedule 1C)]** | |
| **Option to extend Contract Term** | | **YES** | |
| **Notice Period (for termination under GC17.2)** | | **[3] months** | |
| **SERVICES** | |  | |
| **Service Categories** | | **Indicate all 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)** | |  | |
| **Co-operation with PCN(s) in service models** | | | |
| **Enhanced Health in Care Homes** | | **N/A** | |
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| **Essential Services (NHS Trusts only)** | | **N/A** | |
| **Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?** | | **NO** | |
| **PAYMENT** | |  | |
| **National Prices apply to some or all Services (including where subject to Local Modification or Local Variation)** | | **YES** | |
| **Local Prices apply to some or all Services** | | **YES** | |
| **Expected Annual Contract Value agreed** | | **NO** | |
| **GOVERNANCE AND REGULATORY** |  | |
| **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 (children) / named professional for safeguarding children** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Safeguarding Lead (adults) / named professional for safeguarding adults** | **[ ]**  **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: [ ]** | |
| **CONTRACT MANAGEMENT** |  | |
| **Addresses for service of Notices** | **Co-ordinating Commissioner:**  **NHS Halton CCG**    **Address: 1 Lakeside Court, Centre Park, Lakeside Drive, Warrington, WA1 1QX**  **Email:** [karen.irvine5@nhs.net](mailto:karen.irvine5@nhs.net)  **Provider: [ ]**  **Address: [ ]**  **Email: [ ]** | |
| **Commissioner Representative(s)** | **Lucy Reid**  **NHS Halton CCG**  **Email:** [lucy.reid2@nhs.net](mailto:lucy.reid2@nhs.net)  **Tel:** 07768 987 903 | |
| **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. Pharmacies wishing to provide the ‘CATC’ service must have their names on an approved list kept by the CCG. Pharmacists and Pharmacy staff must complete the training detailed within this specification.   3. Only pharmacists and pharmacy staff working within a pharmacy currently contracted to NHSE within the Halton CCG area can provide the service.   4. The pharmacist must be satisfied that they have a suitably safe, private area where they can have a confidential consultation with the patient.   5. Pharmacists and the Pharmacy staff must at all times operate the ‘CATC’ service in accordance with the criteria described within the treatment protocols, service specification and this agreement.   6. Should there be any concern regarding the patients presenting symptoms, patients must be referred for further medical advice as appropriate.   7. Locum pharmacists must be prepared to provide the ‘CATC’ service in accordance with the criteria described within the treatment protocols, service specification and this agreement. Locum pharmacists must complete the locum pharmacist ‘Statement of Agreement’. This must be faxed to the CCG.   8. If for any reason a locum pharmacist does not wish to provide the ‘CATC’ service, patients requesting advice and treatment for a minor ailment under the ‘CATC’ service must be signposted to another community pharmacy providing the service |
| --- |

1. **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 [ 1 ] year.
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 [ 2 ] months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
   1. only once, and only on or before the date referred to in paragraph 2 above;
   2. only by all Commissioners; and
   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

| **Service SpecificationsSERVICE SPECIFICATION NHS HALTON CCG MINOR AILMENTS SCHEME**  **CARE AT THE CHEMIST**  **1. Introduction**  1.1 The Care at the Chemist scheme allows patients to consult a community pharmacist rather than a GP for a defined list of minor ailments. Patients who are exempt from NHS prescription charges receive treatment from an agreed local formulary free of charge  1.2 Patients who pay for their prescriptions can be treated under the scheme; however they will pay the cost of the item(s) or a prescription charge whichever is the lowest amount.  **2. Service Description**  2.1 The pharmacy will provide advice and support to people on the management of minor ailments, including where necessary the supply of medicines from the agreed formulary for the treatment of the minor ailment, for those people who would have otherwise gone to their GP for a prescription.  2.2 Where appropriate the pharmacy may sell OTC medicines to the person to help manage the minor ailment, as described in Essential Service 6 of the Community Pharmacy Contractual Framework.  2.3 The pharmacy will operate a triage system, including referral to other health and social care professionals, where appropriate.  **3. Aims and Intended Service Outcomes**  3.1 To improve access and choice for people with minor ailments by:  3.1.1 Promoting self-care through the pharmacy, including provision of advice and where appropriate medicines and/or appliances without the need to visit the GP Practice.  3.1.2 Operating a referral system from local medical practices or other primary care provider: and:  3.1.3 Supplying appropriate medicines and devices at NHS expense.  3.2 To improve primary care capacity by reducing medical practice workload related to minor ailments.  3.3 Patients are under no obligation to use the service if they prefer to consult a GP or other suitable health professional  **4. Service Outline**  4.1 Premises  4.1.1 The part of the pharmacy used for provision of the service should provide a sufficient level of privacy and safety.  4.2 Client Group  4.2.1 This service is available to patients registered with a Halton GP practice  4.2.2 Groups of people who are eligible to receive treatment under the scheme can access from the following options:  i. Local access – any patient registered with a GP practice in Halton can present in the pharmacy and access the scheme.  ii. Referral – where people may be referred from another health care team member.  4.2.3 The service only applies to the ailments and remedies listed in the 'Care at the Chemist’ formulary and treatment protocols are available on the PharmOutcomes data base. These documents may be updated periodically and contractors should refer to the most up to date list..  4.3 Training and Competence  4.3.1 The pharmacy contractor has a duty to ensure that pharmacists, including locum pharmacist, and staff involved in the provision of the service have relevant knowledge to provide this service.  4.3.2 The pharmacy contractor has a duty to ensure that all pharmacists and staff involved in the provision of this service are aware of, and operate within local protocols.  4.4 Consultation  4.4.1 The consultation should take place in a quiet place with minimal disruption.  4.4.2 Normal rules of patient confidentiality apply.  4.4.3 **The patient must be experiencing an acute episode at the time of treating.** **Patients must not be treated prophylactically under the scheme.**  4.4.4 The patient should be seen in person. However, the pharmacist may use professional judgement to decide whether to provide advice and treatment to the patient via a carer or representative.  4.4.5 The pharmacist will assess the patient's condition. In certain circumstances the pharmacist may use professional judgement and delegate this responsibility to a suitably trained member of staff, ensuring professional supervision maintained at all times..  4.4.6 The consultation will consist of:  i. Patient assessment, in line the current service specification,  clinical guidelines and the product license for any treatment  provided  ii. Provision of advice on the management of the ailment, **OR**;  iii. Provide advice and medicine from the local formulary, supported by advice on its use, **OR**;  iv. Provide advice on the management of the ailment plus a referral to an appropriate health care professional.  v. Completion of details of the consultation and treatment provided on the electronic PharmOutcomes system  vi. Labelling of any product supplied.  vii. Record of supply or advice on the patients PMR.  4.4.7 After the consultation, if a medicine is recommended, patients will need to declare if they are exempt from NHS charges. The declaration is the same as the reverse of prescription forms, and the same proofs of exemption are acceptable. If the patient is not exempt and the cost of the medicine exceeds the current NHS prescription charge the pharmacist should collect the NHS levy in the normal way.  4.4.8 At busy periods the pharmacist may ask the patient to wait or return to collect their medication i.e. once the consultation has taken place the patient must wait in line with prescriptions received in the usual way.  4.4.9 If the pharmacist suspects that the patient/carer/parent or guardian is abusing the scheme they should contact a member of Halton CCG Medicines Management Team 07768 987 903  4.5 Referrals  4.5.1 The pharmacist should use their professional judgement and protocols provided to refer patients presenting for treatment under Care at the Chemist to other health professionals as appropriate.  4.5.2 To facilitate rapid referral to the GP/Walk in Centre/Out of Hours/Urgent Care Centre in accordance with treatment protocols, the pharmacist should ask the patient for consent to phone/fax a referral to the relevant service.  4.6 Record Keeping and Administration  4.6.1 The pharmacy should record all consultations on the PharmOutcomes database.  4.7 Registration Cards  4.7.1 Registration will be via the PharmOutcomes database  4.8 Exclusion Criteria Client Group (Include Suitable Patients and Excluded)  4.8.1 Patients who are not registered with a Halton GP – please note that patients registered with a Knowsley, St Helens or Liverpool GP may also be treated under the scheme. This cross border arrangement only applies to these CCG areas.  4.8.2 Refer to treatment protocols for additional criteria.  **5. CCG Support**  5.1 The CCG will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment – this is currently done via the PharmOutcomes system.  5.2 The CCG will be responsible for the promotion of the service locally, including the development of publicity materials, which pharmacies can use to promote the service to the public.  5.3 The CCG will provide leaflets to support self-care messages related to specific ailments covered by the scheme and making these available to pharmacies.  5.4 The CCG will need to provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.  **6. Clinical Governance**  6.1 The pharmacists participating will be expected to have completed the appropriate training and update this training when changes to the service are made.  6.2 Participating pharmacist will be required to take part in regular CPD, and act on updates and information provided by the CCG.  6.3 The Pharmacy Contractor has a duty to ensure that all pharmacists,  including locum pharmacists, and staff involved in the provision of this service operate within the current service specification, clinical guidelines and the product license for any treatment provided. They also have a duty to ensure that pharmacists, including locum pharmacists, and staff involved in the provision of the service have the relevant knowledge to provide this service.  All treatments provided under this service must only be supplied in line with their OTC product license taking into consideration current clinical guidance and recommendations e.g. NICE or CKS, contraindications, red flags and alarm symptoms that may indicate that a condition needs onward referral.  6.4 Pharmacists involved in the scheme will participate in a multidisciplinary audit of the scheme as specified by the CCG.  6.5 Pharmacists will carry out satisfaction surveys involving patients and GP practices in conjunction with the CCG.  6.6 Data will be recorded in full on the PharmOutcomes system and all required fields will be completed to enable the CCG to conduct on-going audit and review of the service.  **7. Audit**  7.1 The CCG will monitor prescribing patterns quarterly and provide appropriate feedback to community pharmacists and GPs.  Medicines Management Team NHS HaltonClinical Commissioning Group 1 Lakeside Court,  Centre Park,  Lakeside Drive,  Warrington, WA1 1QX  [Tel:](Tel:01928)  07768 987 903 |
| --- |

**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.*

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

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

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

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

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

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

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

| **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**

| 1. **Service Funding and Payment Mechanism**    1. A fee of £2.00 will be paid for each consultation undertaken as part of the service.    2. A fee of £0.95 will be paid for each item dispensed as part of the service.    3. The Pharmacy will be reimbursed for the medication supplied under the ‘CATC’ service according to the CATC ‘drugs cost’ list.    4. Where patients are not exempt from prescription charges and have paid the NHS Levy to the Pharmacy, the CCG will deduct such sums from the relevant month’s remuneration.    5. PharmOutcomes will generate an invoice for each pharmacy each month which will be sent to NHS Halton CCG, Shared Services, 01F Payables L175, Phoenix House, Topcliffe Lane, Wakefield WF3 1WE    6. It is the responsibility of the community pharmacy contractor to ensure appropriate VAT returns are made. |
| --- |

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:* *[www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices](http://www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices)) – 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:* [*www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices*](http://www.england.nhs.uk/pay-syst/national-tariff/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** |
| --- |

**D. Expected Annual Contract Values**

| **Not Applicable**  *(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.21.)*  *(In order to be able to demonstrate compliance with the Mental Health Investment Standard and with national requirements for increased investment in Primary Medical and Community Services, ensure that the indicative values for the relevant services are identified separately below. For guidance on the definitions which apply in relation to the* *Mental Health Investment Standard, see* [*Categories of Mental Health Expenditure*](https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/)*. Guidance in relation to primary medical and community services will be published as part of the NHS Operational Planning Guidance for 2021/22 in due course.)* |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards and National Quality Requirements**

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Guidance on definition** | **Period over which the Standard / Requirement is to be achieved** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- |
| E.B.4 ***(Not applicable)*** | Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test | Operating standard of no more than 1% | See Diagnostics Definitions and Diagnostics FAQs at: <https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/> | Month | CS  D |
| E.B.S.3  ***(Not applicable)*** | The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care | Operating standard of 80% | See Contract Technical Guidance Appendix 2 | Quarter | MH |
| ***(Not applicable)*** | 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 | See CQC guidance on Regulation 20 at:  <https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour> | Ongoing | All |
| E.H.4  ***(Not applicable)*** | 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 | Operating standard of 60% | See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: <https://www.england.nhs.uk/mental-health/resources/access-waiting-time/> | Quarter | MH |
| E.H.1  ***(Not applicable)*** | 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% | See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:  <https://www.england.nhs.uk/operational-planning-and-contracting/> | Quarter | MH |
| E.H.2  ***(Not applicable)*** | 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% | See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:  <https://www.england.nhs.uk/operational-planning-and-contracting/> | Quarter | MH |

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.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Applicable Service Specification** |
| --- | --- | --- | --- |
| Clinical governance - Patient safety All significant events and complaints are used as a learning tool | Report to the CCG within 48 hours of incident  100% compliance | Findings from root cause analysis are forwarded to the CCG | As per service spec |
| Clinical governance - Patient safety The service provider reviews its standard operating procedures for the service on an annual basis | 100% compliance | Annual declaration | As per service spec |
| 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 | Report received within 48 hours as manufactures cannot supply (MCS) highlighted to service provider | Community service provider record of communications | As per service spec |
| Availability of stock CCG is informed of any manufacturer or wholesaler 'cannot supply' on the list of medicines | Report received within 48 hours as cannot supply (MCS) highlighted to service provider  100% compliance | Community service provider record of communications | As per service spec |
| Suitably Qualified Workforce The service provider can demonstrate that pharmacists involved in the provision of the service have undertaken CPD relevant to this service | 100% compliance | Annual declaration if requested | As per service spec |

# 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 DCB Schedule of Approved Collections published on the NHS Digital website at <https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-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. 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** |  |  |  |
| 1. *The Pharmacy will allow the CCG to access pharmacy records relating to this service for post payment verification purposes.* | When requested by NHS Halton CCG | as requested by NHS Halton CCG | When requested by NHS Halton CCG |

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

1. **Incidents Requiring Reporting Procedure**

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| **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.** * **The Pharmacy is required to have a system in place for handling complaints.** * **The Pharmacy should also inform service users connected to this service of their right of complaint to PALS (Patient Advice Liaison Service) at the CCG All information shall be provided to the service user in order for them to access the CCG complaints procedure.** * **The CCG shall reserve the right of directly investigating any complaints about the service. In such a case, the Pharmacy shall give the investigating officer full access to all relevant documents, files and information and will allow them to interview any personnel in the Pharmacy’s employment, or agent, in order to carry out their investigation effectively.** |

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

**F. Provider Data Processing Agreement**

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| **Not Applicable** |

# SCHEDULE 7 – PENSIONS

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| **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

**\****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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