



England

NHS Standard Contract 2017 and 2018/19 Particulars (Shorter Form)

May 2018 edition

Community Pharmacy Inhaler Local Enhanced Service

NHS Standard Contract 2017/18 and 2018/19 Particulars (Shorter Form) May 2018 edition

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DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	14th May 2018
CONTRACT TERM	14th May 2018 – 13th May 2019
COMMISSIONERS	NHS Leeds Clinical Commissioning Group (ODS 15F)
CO-ORDINATING Commissioner	NHS Leeds Clinical Commissioning Group
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []

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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

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT COMMISSIONER NAME]
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT PROVIDER NAME]
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	14 th May 2018
Expected Service Commencement Date	14 th May 2018
Longstop Date	N/A
Service Commencement Date	14 th May 2018
Contract Term	14 th May 2018 – 13 th May 2019
Option to extend Contract Term	NO
Notice Period (for termination under GC17.2)	1 Month
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (CHC)	
Community Services (CS)	√
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)	NO
Is the Provider acting as a Data Processor in order to deliver the Services?	NO
PAYMENT	
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

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	[] 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(s)	[] Email: [] Tel: []

CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Co-ordinating Commissioner: NHS Leeds Clinical Commissioning Group Address: Suites B5-B9 WIRA House, Leeds Ring Road, Leeds LS16 3EB Email: philomena.corrigan@nhs.net</p> <p>Provider: [] Address: [] Email: []</p>
Commissioner Representative(s)	<p>Sally Bower Head of Medicines Commissioning Address: NHS Leeds CCG, Suites B5-B9, WIRA House, Leeds Ring Road, Leeds Email: sallybower@nhs.net</p>
Provider Representative	<p>[] Address: [] Email: []</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. The provider must hold evidence of competency to the service for each pharmacist who conducts pharmacy consultations and make these available to the commissioner on request.

C. Extension of Contract Term

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Locally Commissioned Community Pharmacy Services

Inhaler Check-up Service

The Inhaler Check-up service is commissioned by NHS Leeds Clinical Commissioning Group (CCG) and aims to improve patients' ability to manage their own asthma and/or Chronic Obstructive Pulmonary Disease (COPD) through improving inhaler technique and ensuring that they are able to use their asthma and/or COPD inhalers effectively and correctly.

The Inhaler Check-up service will target patients with asthma and COPD within the Leeds CCG area over a period of 12 months. Across Leeds there are currently 50% of patients with asthma or COPD that have not had their inhaler technique checked in the last 15 months and there are over 1400 patients getting more than 6 Short Acting Beta-Agonists (SABA inhalers) in the last 12 months that are neither on the asthma nor COPD register.

The service involves an initial inhaler technique review and a follow-up 6-8 weeks later if required with a suitably competent pharmacist / pharmacy technician.

Service Description

The 'Inhaler Check-up' Service is commissioned by Leeds CCG for patients with COPD or asthma with the following aims:

- **Improved patient outcomes through**
 - Assessment of inhaler technique
 - Improved patient understanding and hence adherence with inhaler therapy
 - Optimum use of inhaler therapy
 - A reduction in adverse events associated with inhaler treatment
 - Ensuring that patients who smoke are offered appropriate advice with regards to stop smoking
- **Reduction in waste of inhaler therapies through**
 - Improved inhaler technique and improved use of therapies, leading to a reduction in wasted doses
 - A possible reduction in prescribed inhalers for poorly controlled conditions
 - Patients being encouraged to order only the prescription items that they need
 - Patients who are enrolled into the service should be encouraged to recycle their used inhalers. For patients who return their used inhalers at the 2nd visit, these inhalers can be checked to see if they really are empty
- **Measurable outcomes**
 - Reduced prescribing of reliever inhalers as preventer inhalers are used more effectively
 - Reduced need for additional therapy for poorly controlled asthma or COPD
 - Prescription synchronisation as only the inhalers needed are ordered leading to a reduction in time spent both ordering and dispensing repeat medication and the possibility of excess ordering being reduced
 - Improved management of patient's asthma or COPD, measured through the use of technique demonstration and standard questions at initial screening and during follow-up consultation

The service is aimed at patients with a diagnosis of asthma or COPD who are registered with a GP in Leeds and involves an initial inhaler technique review and a follow-up 6-8 weeks later if required. The consultation should take place in a consultation room on the pharmacy premises and be with the patient (not carer or parent).

- 1.1. Eligible patients will have an initial inhaler technique review and a follow-up 6-8 weeks later if required with a suitably trained pharmacist / pharmacy technician.
- 1.2. This service can be offered alongside a Medicines Use Review (MUR) if appropriate. The service can also be provided as a stand-alone service.

2. Premises

- 2.1. The Inhaler Check-up consultations will be undertaken in a consultation room which meets the requirements as specified for the advanced service Medicines Use Review.
- 2.2. The pharmacy must have a selection of placebo inhalers covering the different device types. The pharmacy must also have an In-Check Dial G16. The commissioner will provide the initial supply of this equipment; however, the pharmacy is responsible for sourcing and purchasing any subsequent equipment / supplies including In-Check one-way mouth pieces.

3. The Service

Eligible Patients

- 3.1. Only patients registered with a GP practice in the Leeds CCG area are eligible for this service. (PharmOutcomes has been setup to only allow these patients to access the service).
- 3.2. A patient can be included in the service if he/she:
 - is on inhaled medication for the treatment of either asthma or COPD
 - is able to speak and understand English or be supported in translation by the pharmacy team
 - is able to attend the pharmacy for both consultations
 - is prescribed inhalers
 - has not already received an Inhaler Check-up service from another pharmacy
- 3.3. Those patients not eligible for the service can be offered a Medicines Use Review (MUR) where the patient and the pharmacist can cover the patient's medicines (including asthma or COPD medicines/ inhalers), checking and supporting adherence and inhaler technique, identifying and taking steps to resolve any problems, and answering any questions the patient has about their medicines.

Identifying Patients for the Service

- 3.4. The Inhaler Check-up service can be offered to any patient with a diagnosis of asthma or COPD who meets the inclusion criteria in 3.2 and has not accessed the service in the last 12 months.
- 3.5. Patients can be identified by any of the following routes:
 - Patients identified at the point of dispensing (bag stickers will be provided to help identify patients)
 - Patient self-referral
 - Referral from GP practice (a letter will be sent to GPs to inform them of the service)
- 3.6. The pharmacy will arrange a suitable appointment date and time for the patient (which may be immediately if appropriate).

Initial Consultation

- 3.7. The consultation must be conducted by a pharmacist or registered pharmacy technician who has completed the required training and the CPPE Declaration of Competence for Improving Inhaler Technique available at www.cppe.ac.uk.
- 3.8. The consultation will be carried out on the pharmacy premises in a consultation room that meets the requirements of the MUR service.
- 3.9. The pharmacist / pharmacy technician will carry out a consultation as outlined below:
 - The patient will be asked about their inhaler technique and recruited onto the service by a relevant pharmacy team member seeking informed consent.
 - The necessary information required by the service will be completed on PharmOutcomes by the relevant pharmacy team member together with the Asthma Control Test (ACT) or COPD Assessment Test (CAT) score depending on whether the patient has asthma or COPD.
 - The pharmacist shall review the ACT/CAT score to see how well controlled or not the condition is. The patient's technique shall then be further assessed using the In-Check device (unless the patient always uses a spacer).
 - The pharmacist shall, depending on the needs of the patient, demonstrate the correct technique for the device used and give the patient the link to the webinars to enable the patient to view these at home.
 - Should the pharmacist assess that the device being used by the patient is inappropriate in any way, they should make a recommendation to the patient's GP for a change of device.
 - An appointment shall then be made for the follow-up visit; the pharmacist will take an appropriate telephone number and an email address for the patient so that they can be reminded of their appointment.
- 3.10. The pharmacist / technician should arrange the date and time for the next consultation 6-8 weeks after the initial consultation if required.

Please note – if the patient demonstrates good inhaler technique and inspiratory flow using the In-Check Dial and the ACT/CAT shows good control, then they will NOT be invited back for the 2nd visit, and payment for the 1st consultation shall be made in full.

- 3.11. An MUR can also be carried out and claimed if;
 - The patient is eligible, and
 - It is suitable for the patient, and
 - The pharmacist conducts the MUR (pharmacy technicians are not able to conduct MURs under the MUR specification)
 - All the requirements of the MUR service specification are fully met.
- 3.12. The pharmacy will record the consultation on PharmOutcomes within 48 hours of the consultation.

Follow-up Consultation

- 3.13. The patient will be offered a follow-up consultation 6-8 weeks following the initial consultation if required.
- 3.14. A follow-up consultation can only be carried out by the same pharmacy that carried out the initial consultation.
- 3.15. The consultation must be conducted by a pharmacist or registered pharmacy technician who has completed the required training and the CPPE Declaration of Competence for Improving Inhaler Technique available at www.cppe.ac.uk.
- 3.16. The consultation will be carried out on the pharmacy premises in a consultation room that meets the requirements of the MUR service.
- 3.17. The pharmacist / pharmacy technician will carry out the consultation as outlined above at 3.9.
- 3.18. If a change of device or other inhaler intervention was recommended at the initial visit, the pharmacist shall check that this request has been actioned.
- 3.19. If there has been no improvement in the technique or in the ACT/CAT scores (unless they were very good initially) then the pharmacist will undertake a consultation with the patient to understand if they can offer any further help/support. The pharmacy shall be remunerated accordingly as they have completed both consultations.
- 3.20. The pharmacist /pharmacy technician who carried out the consultation will complete the Inhaler Check-up Follow-up Consultation form.
- 3.21. The pharmacy will record the consultation on PharmOutcomes within 48 hours of the consultation.

Records

- 3.22. The pharmacy will maintain a record of the consultation(s) on PharmOutcomes.
- 3.23. The consultation must be recorded onto PharmOutcomes within 48 hours of the consultation.
- 3.24. Details of the consultation will be sent to the patient's GP via the reporting function within PharmOutcomes.
- 3.25. The paper consultation records will be securely stored in the pharmacy between the patients consultations.
- 3.26. The record on PharmOutcomes will be the enduring record of the consultation. Following completion of one or both of the Inhaler Check-up consultations and recording of the information onto PharmOutcomes the paper records can be destroyed in line with the pharmacy policy for confidential waste.

4. Safeguarding

- 4.1. When dealing with all patients, pharmacy staff have a responsibility to consider if there is a potential safeguarding issue.
- 4.2. The pharmacy shall actively work to protect service users and their families from abuse and ensure that local multiagency safeguarding procedures are followed where there are any concerns of abuse in relation to any children or adults.

5. Accessibility

- 5.1. The pharmacy must ensure that there are sufficient members of staff that are able to provide the service before enrolling a patient.
- 5.2. If the pharmacy for whatever reason cannot provide the service, then the patient should be directed to the nearest pharmacy providing the service. The pharmacy should ensure that the pharmacy to which the patient is being signposted is able to provide the service by phoning the pharmacy to check before the patient leaves the pharmacy.
- 5.3. The pharmacy should inform the commissioner if they are unable to provide the service for an extended period (defined as 4 weeks or more) due to any circumstance.

6. Staff

6.1. The Service can only be provided by a pharmacist or pharmacy technician who has:

6.1.1. Attended face to face inhaler technique training in the last three years. An Inhaler Check-up training event will be provided by the commissioner which covers:

- Overview of the Inhaler Check-up pharmacy service
- Rationale for improving inhaler technique (i.e. adverse impact of poor technique)
- Overview of range of inhaled drugs and devices
- Education on inhaled drugs (purpose, dose, side effects, adherence, ICS warning cards)
- Practical session on inhaler technique with most common devices
- Identification of resources (where to get more placebos, RightBreathe videos)

6.1.2. Completed the CPPE Declaration of Competence self-assessment and declaration statement for Improving Inhaler Technique available at www.cppe.ac.uk.

6.2. The pharmacist / pharmacy technician(s) undertaking the service should ensure that the entire pharmacy team is made aware of the Inhaler Check-up Service.

7. Duty of Pharmacy Contractors

- 7.1. The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are competent to deliver the service, have relevant knowledge and are appropriately trained in the operation of the service.
- 7.2. The pharmacy contractor must hold evidence of competency to provide the service for each pharmacist who conducts pharmacy initial consultations (i.e. retain copies of the Declaration of Competence statements for each pharmacist and technician) and make these available to the commissioner on request.
- 7.3. The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.
- 7.4. The pharmacy should maintain appropriate records to ensure effective ongoing service delivery and audit.

8. Confidentiality

- 8.1. Both parties shall adhere to the requirements of the Data Protection Act 1988 and the General Data Protection Regulations (GDPR) and the Freedom of Information Act 2000.
- 8.2. Any approaches by the media for comments or interviews must be referred to the commissioning CCG.

9. Indemnity

- 9.1. The pharmacy shall maintain adequate insurance for public liability and professional indemnity against any claims which may arise out of the terms and conditions of this agreement. Proof of adequate insurance should be provided to the commissioner if requested.

10. Commissioner Responsibilities

NHS Leeds CCG will:

- provide the funding for PharmOutcomes for the recording of relevant service information for the purposes of audit and the claiming of payment.
- be responsible for the promotion of the service within the GP practices.
- provide pharmacies with the necessary training and resource packs to be able to provide the service.
- provide the initial supply of equipment to include placebo inhalers and In-Check DIAL device.

11. Payment – See Schedule 3 – part A

12. Quality Standards - See Schedule 4 – part A

13. Governance – See Schedule 4 – part A

14. Termination – See Service Particulars, Service Conditions and General Conditions

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Providers will follow the COPD Inhaler algorithm:

<http://www.leedsformulary.nhs.uk/docs/LTHCOPDPreferredInhalerAlgorithm.pdf>

Providers will follow the Leeds Formulary <http://www.leedsformulary.nhs.uk/>



J. Transfer of and Discharge from Care Policies

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

The provider will have available up to date Safeguarding and Mental Capacity Act Policies for Commissioner review on request.

SCHEDULE 3 – PAYMENT

A. Local Prices

Initial Consultation - £10.00 (+Vat)

Follow Up Consultation - £7.00 (+Vat)

The Above charges will cover the following (as appropriate):

- Set up costs (SOP development, staff training etc)
- Pharmacist / pharmacy technician time to provide the service
- Associated staff time to support the provision of the service
- Completing claim forms and audit
- Ongoing supply of equipment such as One-Way Mouthpieces for the In-Check DIAL

Payments will be made based on the information recorded on PharmOutcomes.

Payment will be made to pharmacies on a monthly basis.

The pharmacy must record information onto PharmOutcomes within 48 hours of the consultation. Consultations recorded onto PharmOutcomes after 48 hours may not be paid. Claims submitted which relate to provisions over 1 month old will not be paid.

Where the service was carried out within a MUR then the pharmacy can also claim a MUR fee via the FP34c. When an MUR fee is claimed the pharmacy is responsible for ensuring that the consultation undertaken met all requirements specified for the MUR service.

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

F. Expected Annual Contract Values

Not Applicable

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
	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

SCHEDULE 4 – QUALITY REQUIREMENTS**C. Local Quality Requirements**

Quality Requirement	Method of Measurement	Consequence of breach	Timing of application of consequence
The Pharmacy will review its standard operating procedures and the referral pathways for the service on an annual basis	Availability of review documentation for Commissioners	Contract Management as per GC9	On identification of breach
The Pharmacy will maintain a record of competencies of the pharmacists and staff involved in the provision of the service	Review of PharmOutcomes reports	Contract Management as per GC9	On identification of breach
The Pharmacy will participate in an annual NHS Leeds CCG organised, LPC (Community Pharmacy West Yorkshire) agreed, audit or post payment verification of service provision.	Review of PharmOutcomes reports	Contract Management as per GC9	On identification of breach
The Pharmacy will co-operate with any locally agreed Leeds CCG assessment, which has been agreed with the LPC, of service user experience.	As agreed	Contract Management as per GC9	On identification of breach
The Pharmacy will make full use of any promotional material for the service, these to be made available by the commissioner.	Availability of materials	Contract Management as per GC9	On identification of breach
The Pharmacy will have appropriate health promotion and self-care material available for the user group and will promote its update	Availability of materials	Contract Management as per GC9	On identification of breach
The pharmacy will effectively manage any complaints using the pharmacy own internal complaints procedures which must meet the NHS pharmaceutical contractual standards.	Availability of complaints documentation for Commissioners	Contract Management as per GC9	On identification of breach
The pharmacy will manage any incidents in line with the requirements of the NHS Contractual Framework for community pharmacy ensuring that any patient incidents that occur are reported to the NPSA via the NRLS on-line reporting system.	Incidents reported as per the incident reporting requirements	Contract Management as per GC9	On identification of breach
The pharmacy will inform the commissioning CCG of any complaint / incident relating to the service.	Receipt of incidents/complaints information by commissioners	Contract Management as per GC9	On identification of breach

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. 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 https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections where mandated for and as applicable to the Provider and the Services	Not Applicable	Not Applicable	Not Applicable
National Requirements Reported Locally			
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22</i>)	Not Applicable	Not Applicable	Not Applicable
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Quarterly	PharmOutcomes	For local agreement
3. 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
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Annually	For local agreement	For local agreement
5. Summary report of all incidents requiring reporting	Annually	For local agreement	For local agreement
Local Requirements Reported Locally			
The Provider will report on PharmOutcomes	As required by PharmOutcomes and according to Commissioner specific requirements		

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



Revised_Never_Eve
nts_policy_and_fram



serious-incident-fram
wrk.docx

F. Provider Data Processing Agreement

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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