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**NHS Standard Contract 2021/22**

**Particulars (Shorter Form)**

***Contract title / ref:*** ***Management of simple urinary tract infection***

Prepared by: NHS Standard Contract Team, NHS England

 nhscb.contractshelp@nhs.net

 (please do not send contracts to this email address)

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|  |  |
| --- | --- |
| **Contract Reference** | **Management of simple urinary tract infection** |
| **DATE OF CONTRACT** |  |
| **SERVICE COMMENCEMENT DATE** | **1st April 2022** |
| **CONTRACT TERM** | **Ending 31st March 2024** |
| **COMMISSIONERS** | **NHS Frimley CCG (ODS: D4U1Y)****Aldershot Centre for Health****Hospital Hill****Aldershot****GU11 1AY** |
| **CO-ORDINATING Commissioner** | **NHS Frimley CCG** |
| **PROVIDER** | **[ ] (ODS [ ])****Principal and/or registered office address:** **[ ]****[Company number: [ ]** |

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**Definitions and Interpretation**

**CONTRACT**

**Contract title:** … Management of simple urinary tract infection ….

**Contract ref:** ……………………………………………………..….

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** |
| --- | --- |
| **Tim Langran for****and on behalf of****Frimley CCG** | **……………………………………………………….****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** | **The date of this Contract** |
| **Expected Service Commencement Date** | **01/04/2022** |
| **Longstop Date** | **n/a** |
| **Service Commencement Date** |  |
| **Contract Term** | **Ending 31st March 2024** |
| **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** | **NO** |
| **Service Requirements** |  |
| **Essential Services (NHS Trusts only)** | **NO** |
| **Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?** | **NO** |
| **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** | **YES** |
| **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: Frimley CCG****Address: Frimley CCG****Aldershot Centre for Health****Hospital Hill****Aldershot****GU11 1AY****Email:** **frimleyccg.prescribing@nhs.net****Commissioner: Frimley CCG** |
| **Commissioner Representative(s)** | **Tim Langran****Address: Frimley CCG****Aldershot Centre for Health****Hospital Hill****Aldershot****GU11 1AY** **Email:** **frimleyccg.prescribing@nhs.net****Tel: 07775010727** |
| **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

**Insert document or attach as appendix** |
| --- |

1. **Extension of Contract Term**

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

1. The Commissioners may opt to extend the Contract Term by 2 year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 3 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.

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

|  |  |
| --- | --- |
| **Service Specification No.** | XXXX |
| **Service** | Management of simple urinary tract infection |
| **Commissioner Lead** | Tim Langran |
| **Provider Lead** |  |
| **Period** | 1st January 2022 – 31st March 2023 |
| **Date of Review** | December 2022 |

|  |
| --- |
| **1. Population Needs** |
| * 1. **National/local context and evidence base**

Simple UTI is a common ailment. Within Frimley ICS, on average, each general practice issues one prescription every day for a 3-day course of nitrofurantoin to treat the condition.Community Pharmacy has the expertise and ability to assess and treat simple UTI. Opening up the option for people to visit a pharmacy instead of having to make an appointment at their general practice or attend another setting such as Walk-In Centre, Urgent Care Centre or A&E, will be beneficial for local people and for the local system. This is particularly pertinent at this time, when making most effective use of the whole system healthcare team is essential to coping with demand and achieving best outcomes. |
| **2. Outcomes** |
| **2.1 NHS Outcomes Framework Domains & Indicators**

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

**2.2 Local defined outcomes*** To improve access to assessment and treatment of simple UTI
* To reduce the number of appointments in general practices that are for the assessment and treatment of simple UTI
* To make better use of the clinical expertise of pharmacists in community pharmacies.
* A reduction in demand for appointments in other health care settings: Accident and Emergency (A&E), urgent care or walk-in centres
 |
| **3. Scope** |
| **3.1 Aims and objectives of service**The overall aim of the scheme is to ensure that patients can access self-care advice for the treatment of UTIs and, where appropriate, can be supplied with nitrofurantoin (at NHS expense if the patient is exempt, otherwise a standard prescription fee will be taken), to treat their UTI. This provides an alternative location from which patients can seek advice and treatment, rather than seeking treatment via a prescription from their GP or out of hours (OOH) provider, or via a walk-in centre or accident and emergency.* Promote self-care through community pharmacy, including the provision of advice and where appropriate medicines without the need of a GP appointment;
* Operate a sign posting system from local medical practices to community pharmacy;
* Improve working relationships between GPs and Pharmacies;
* Improve primary, urgent and emergency care capacity by reducing the workload of those providers related to UTIs;
* Provide evidence-based care in line with local and national guidelines.

**3.2 Service description/care pathway**The pharmacist is responsible for the appropriate running of this service. The supply of prescription-only medicines must be undertaken by a pharmacist.The pharmacist will carry out a private consultation with the individual presenting with symptoms and carry out an assessment based upon the criteria in the PGD.The Provider will provide advice on the treatment of symptoms to people seeking such advice in the pharmacy.The pharmacist will be accredited to supply nitrofurantoin, when indicated to patients in line with the requirements of the locally agreed PGD.This service is for patients who are both exempt and non-exempt from prescription charges. The patient should be asked to confirm their exemption and sign a declaration. If they are not exempt, the Provider will explain that they will be required to pay the appropriate prescription charge if medication is supplied.**3.3 Population covered**This service is available to all women registered with a Frimley ICS GP and aged 16 years old or over, presenting with symptoms associated with an uncomplicated urinary tract infection.**3.4 Any acceptance and exclusion criteria and thresholds****3.4.1 Inclusion Criteria*** + Registered with a Frimley GP
	+ Female
	+ Aged 16 years old to 65 years old (inclusive)
	+ Not pregnant/breastfeeding
	+ No catheter/complications

**Presenting with symptoms associated with an uncomplicated urinary tract infection:*** + Dysuria
	+ Urine cloudiness
	+ New nocturia
	+ New frequency or urgency
	+ New incontinence
	+ New suprapubic pain

**3.4.2 Exclusion Criteria**Exclusions are covered within the PGDs which should be referred to for further details. * + Not registered with a Frimley GP
	+ Male
	+ Aged outside of the specified age range
	+ Any complications
	+ Refused / not consented to treatment.

**3.4.3 Referral Process**If a patient presents that is acutely unwell and does not meet the inclusion criteria then they should be triaged as normal and referred to the most appropriate service e.g. self-care, 111, GP practice etc.**3.5 Claiming Payment**Consultations need to be recorded on PharmOutcomes® in a timely manner for the details to be sent to the GP and for the pharmacy to claim payment. The consultation must be completed by a pharmacist. The record on PharmOutcomes® will be the enduring record of the consultation.**People who have self-referred:** If the pharmacist supplies nitrofurantoin under a PGD then a £15 consultation, assessment and supply fee can be claimed. **People referred via Community Pharmacy Consultation Service (CPCS):** If the pharmacist supplies nitrofurantoin under a PGD then a £10 assessment and supply fee can be claimed.If the patient pays for their prescriptions, a NHS prescription fee will be charged to the patient. If the patient has an exemption or prepayment certificate, this should be verified via NHSBSA <https://services.nhsbsa.nhs.uk/check-my-nhs-exemption/start>.Medication cost reimbursement will be made based on the information recorded on PharmOutcomes. Drug costs are automatically priced using the electronic Drug Tariff at the time of dispensing.Payments will be made to pharmacies quarterly.**3.6 Interdependence with other services/providers**A record of the consultation should be made on PharmOutcomes®, which will automatically email the patient’s GP practice to notify them of the consultation.**3.7 Training and Premises Requirements**The Provider has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. **Mandatory**: Centre for Pharmacy Postgraduate Education (CPPE) distance learning:CPPE distance learning pack ‘Common clinical conditions and minor ailment: distance learning’ (8hrs)<https://www.cppe.ac.uk/programmes/l?t=RespMin-P-03&evid=45133> CPPE learning assessment ‘Minor Ailments; a clinical approach (2020): <https://www.cppe.ac.uk/programmes/l/minor2-a-10> CPPE Declaration of competence: Minor ailments – this includes Consultation skills, Common Clinical Conditions and Minor Ailments <https://www.cppe.ac.uk/services/declaration-of-competence#navTop>Read: NICE CKS Urinary Tract Infection (lower) – women <https://cks.nice.org.uk/urinary-tract-infection-lower-women>Read: SCAN Microguide Guidelines for Uncomplicated UTI in Non-Pregnant Women <https://viewer.microguide.global/SCAN/SCAN#content,76dd6f46-e50c-4a9b-ac53-a6b171323561> Pharmacists working for any participating Providers can provide this enhanced service if they have successfully completed the appropriate training listed above, have signed a copy of the PGD and have completed the Declaration of Competence on PharmOutcomes.All patients accessing the service should be offered the use of a consultation room to ensure patient privacy. **3.8 Service Availability**All pharmacists including regular locums must be able to provide the service, and be appropriately trained in the operation of the service. The services will be available to all patients who request a consultation and for a minimum of 80% of the total weekly opening hours. If the Provider for whatever reason cannot provide the service, then the patient should be directed to the nearest Provider that can. The Provider should inform the Commissioner if they are unable to provide the service for an extended period (defined as 1 week or more) due to any circumstances. |
| **4. Applicable Service Standards** |
| **4.1 Applicable national standards (eg NICE)**NICE guideline [NG109]: Urinary tract infection (lower): antimicrobial prescribing. Published: 31 October 2018. Accessed via: <https://www.nice.org.uk/guidance/ng109> **4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)** RCGP UTI resource kit. Accessed via: <https://elearning.rcgp.org.uk/mod/book/view.php?id=12652> **4.3 Applicable local standards**South Central Antibiotic Network Anti-microbial Guidelines (2021). Accessed via: <https://viewer.microguide.global/SCAN/SCAN>  |
| **5. Applicable quality requirements and CQUIN goals** |
| * 1. **Applicable Quality Requirements (See Schedule 4A-D)**

Not applicable* 1. **Applicable CQUIN goals (See Schedule 4E)**

Not applicable * 1. **Local audit**

The commissioner will audit PharmOutcomes consultation records annually to ascertain the percentage of individuals who meet the PGD inclusion criteria who are supplied with nitrofurantoin or decline treatment. The expected standard will be 100%. A result of less than 100% will trigger a request for an internal investigation by the provider and for the pharmacist to refresh training.The audit will also check the percentage of people who did not meet inclusion criteria and were supplied with nitrofurantoin. The expected standard will be 0%. A result of greater than 0% will trigger a request for an internal investigation by the provider and for the pharmacist to refresh training. |
| **6. Location of Provider Premises** |
| **The Provider’s Premises are located at:**Registered pharmacies with consultation rooms.**Insert address of pharmacy here** |
| **7. Individual Service User Placement** |
| Not applicable  |

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

| **Insert text locally in respect of one or more Contract Years, or state Not Applicable****n/a** |
| --- |

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

| **Insert text locally or state Not Applicable**n/a |
| --- |

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

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

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

| **Insert text locally as required or state Not applicable****n/a** |
| --- |

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

| **Insert text locally as required****n/a** |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| Frimley CCG/ICS agree to pay the following:* PharmOutcomes will be used for the purposes of audit and the claiming of payment.
* The Provider must complete one consultation record for each patient. The consultation should be recorded on PharmOutcomes and on the patient’s Patient Medication Record (PMR).
* People who have self-referred: If the pharmacist supplies nitrofurantoin under a PGD then a £15 consultation, assessment and supply fee can be claimed.
* People referred via Community Pharmacy Consultation Service (CPCS): If the pharmacist supplies nitrofurantoin under a PGD then a £10 assessment and supply fee can be claimed.
* Payments and medication cost reimbursement will be made based on the information recorded on PharmOutcomes.
* The supply must be labelled appropriately and must state “supplied under PGD”
* The details of the consultation should be entered onto PharmOutcomes as soon as possible after the consultation has taken place and in all cases within 24 hours. The PharmOutcomes system will send a secure email to the patient’s GP to inform of the supply so that the information can be added to the PMR.
* Where no exemption from prescription charges applies, the Provider must collect the appropriate charge and this amount will be deducted from the payment made to the Provider for service provision.
* Drug costs are automatically priced using the electronic Dictionary of Medicines and Devices (DM&D) at the time of dispensing (plus VAT).
 |
| --- |

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.*

| **n/a** |
| --- |

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*.

| **n/a** |
| --- |

**D. Expected Annual Contract Values**

| Dependent upon activity |
| --- |

# 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 | 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 | CSD |
| E.B.S.3 | 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 |
|  | 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 | 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 | 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 | 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**

|  |  |
| --- | --- |
| **Local Requirements Reported Locally** |  |
|

| **Quality Requirement** | **Indicator** | **Threshold** | **Method of Measurement** | **Frequency of Monitoring** |
| --- | --- | --- | --- | --- |
| **Patient Experience** |
| The provider will comply with NHS complaints processes and standards and will implement any new standards (e.g. Reform of Health and Social Care | Number of and complaints with trends and actions arising including response times | N/A | Report | Annually Submit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| **Patient Safety** |
| Patient Safety Incident reporting  | Summary on number of patient safety incidents and patient safety risks detailing themes and actions identified incidence and incidents | N/A | Email Communication | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| Health and Safety at Work | The service must be compliant with Health and Safety at Work Acts and associated policies which include, but not limited to the following:-* Health & Safety Executive 1999 CoSHH Regulations
* Health Services Advisory Committee of the Health & Safety Commission - Safe Disposal of Clinical Waste
* Health and Safety at Work Act
* Decontamination of Instruments and Medical Devices
 | N/A | Assurance | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| Safeguarding & Safety  | Providers will comply with guidance for safeguarding people who use services from abuse, cleanliness and infection control, management of medicines, safety & suitability of premises and safety and suitability of equipment. | N/A | Assurance | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| **Clinical effectiveness** |
| Clinical Staff | All staff to have appropriate professional and clinical qualifications and partake in Clinical Professional Development | N/A | Provider’s Assurance  | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |

 |

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Applicable Service Specification** |
| --- | --- | --- | --- |

# 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 | Not applicable | Not applicable | Not applicable |
| **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)*
 | Not applicable | Not applicable | Not applicable |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour
 | Not applicable | Not applicable | Not applicable |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints
 | Not applicable | Not applicable | Not applicable |
| 1. Summary report of all incidents requiring reporting
 | Not applicable | Not applicable | Not applicable |
| **Local Requirements Reported Locally** |  |  |  |
| Consultation record | As soon as possible or within 24 hours of consultation | PharmOutcomes Consultation form  | The details of the consultation should be entered onto PharmOutcomes as soon as possible after the consultation has taken place and in all cases within 24 hours.  |

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| **Local Requirements Reported Locally** |  |
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| **Quality Requirement** | **Indicator** | **Threshold** | **Method of Measurement** | **Frequency of Monitoring** |
| --- | --- | --- | --- | --- |
| **Patient Experience** |
| The provider will comply with NHS complaints processes and standards and will implement any new standards (e.g. Reform of Health and Social Care | Number of and complaints with trends and actions arising including response times | N/A | Report | Annually Submit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| **Patient Safety** |
| Patient Safety Incident reporting  | Summary on number of patient safety incidents and patient safety risks detailing themes and actions identified incidence and incidents | N/A | Email Communication | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| Health and Safety at Work | The service must be compliant with Health and Safety at Work Acts and associated policies which include, but not limited to the following:-* Health & Safety Executive 1999 CoSHH Regulations
* Health Services Advisory Committee of the Health & Safety Commission - Safe Disposal of Clinical Waste
* Health and Safety at Work Act
* Decontamination of Instruments and Medical Devices
 | N/A | Assurance | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| Safeguarding & Safety  | Providers will comply with guidance for safeguarding people who use services from abuse, cleanliness and infection control, management of medicines, safety & suitability of premises and safety and suitability of equipment. | N/A | Assurance | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |
| **Clinical effectiveness** |
| Clinical Staff | All staff to have appropriate professional and clinical qualifications and partake in Clinical Professional Development | N/A | Provider’s Assurance  | AnnuallySubmit to:**Frimley CCG Quality Inbox:****frimleyccg.quality@nhs.net** |

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**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** |
| The Provider ensures that the pharmacy has a complaints procedure in place that meets the NHS pharmaceutical contractual standards.All ADRs/ significant events/ near misses occurring in relation to the administration of this medicine under the PGD must be reported in the clinical record and via the Provider’s usual incident reporting system. The commissioners should also be made aware of any errors or significant events via email: frimleyccg.prescribing@nhs.net . The GP must be informed and, in cases of ADRs requiring hospital admission or resulting in serious harm, the incident reported on a yellow card to the MHRA - https://yellowcard.mhra.gov.uk/ |

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

**F. Provider Data Processing Agreement**

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| **n/a** |

# SCHEDULE 7 – PENSIONS

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| **n/a** |

# SCHEDULE 8 – TUPE\* - Not applicable to this service

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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