

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
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(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: []]

CONTENTS

PARTICULARS

SCHEDULES

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

(Schedule 1B Intentionally Omitted)

- A. Conditions Precedent
- C. Extension of Contract Term

SCHEDULE 2 – THE SERVICES (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

- A. Service Specifications
- Ai. Service Specifications – Enhanced Health in Care Homes
- B. Indicative Activity Plan
- D. Essential Services
- G. Other Local Agreements, Policies and Procedures
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies

SCHEDULE 3 – PAYMENT

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- D. Expected Annual Contract Values

SCHEDULE 4 – QUALITY REQUIREMENTS (Schedule 4B Intentionally Omitted)

- A. Operational Standards and National Quality Requirements
- C. Local Quality Requirements

SCHEDULE 5 – INTENTIONALLY OMITTED

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS (Schedules 6B, 6D, 6E Intentionally Omitted)

- A. Reporting Requirements
- C. Incidents Requiring Reporting Procedure
- F. Provider Data Processing Agreement

SCHEDULE 7 – PENSIONS

SCHEDULE 8 – TUPE

SERVICE CONDITIONS

(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice and Referrals
- SC8 Making Every Contact Count and Self Care
- SC10 Personalised Care Planning
- SC11 Transfer of and Discharge from Care
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Green NHS
- SC21 Infection Prevention and Control
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud Requirements
- SC25 Procedures and Protocols
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC32 Safeguarding Children and Adults
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements

GENERAL CONDITIONS

(General Conditions 6-7, 34-35 intentionally omitted)

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations
- GC14 Dispute Resolution

GC15 Governance, Transaction Records and Audit
GC16 Suspension
GC17 Termination
GC18 Consequence of Expiry or Termination
GC19 Provisions Surviving Termination
GC20 Confidential Information of the Parties
GC21 Patient Confidentiality, Data Protection, Freedom of Information and
Transparency
GC22 Intellectual Property
GC23 NHS Identity, Marketing and Promotion
GC24 Change in Control
GC25 Warranties
GC26 Prohibited Acts
GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
GC28 Force Majeure
GC29 Third Party Rights
GC30 Entire Contract
GC31 Severability
GC32 Waiver
GC33 Remedies
GC36 Notices
GC37 Costs and Expenses
GC38 Counterparts
GC39 Governing Law and Jurisdiction

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 31 st March 2024
Option to extend Contract Term	YES
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
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

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

Insert document or attach as appendix

C. 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:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

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

1. Population Needs

1.1 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/?t=RespMin-P-03&evid=45133>

CPPE learning assessment 'Minor Ailments; a clinical approach (2020):
<https://www.cppe.ac.uk/programmes//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

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

Not applicable

5.2 Applicable CQUIN goals (See Schedule 4E)

Not applicable

5.3 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

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years, or state Not Applicable

n/a

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

n/a

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

n/a

J. Transfer of and Discharge from Care Protocols

Insert text locally as required or state Not applicable

n/a

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally as required

n/a

SCHEDULE 3 – PAYMENT

A. 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).

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: 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

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: 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

A. 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	CS D
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	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at:	Quarter	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Applicable Service Category
	risk mental state) who wait less than two weeks to start a NICE-recommended package of care		https://www.england.nhs.uk/mental-health/resources/access-waiting-time/		
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

C. 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	Annually Submit 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:-	N/A	Assurance	Annually Submit to:

		<ul style="list-style-type: none"> 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 			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	Annually	Submit 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	Annually	Submit 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

A. 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 (<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	Not applicable	Not applicable	Not applicable
3. 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
4. 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.

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	Annually Submit 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:- <ul style="list-style-type: none"> • 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	Annually Submit to: Frimley CCG Quality Inbox: frimleyccg.quality@nhs.net

NHS STANDARD CONTRACT 2020/21 PARTICULARS (Shorter Form)

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	Annually Submit 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	Annually Submit to: Frimley CCG Quality Inbox: frimleyccg.quality@nhs.net

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

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

The Provider 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

n/a

SCHEDULE 7 – PENSIONS

n/a

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

**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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