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**NHS Standard Contract 2020/21**

**Particulars (Shorter Form)**

***Contract title / ref: Berkshire West CCG Guaranteed Provision of Palliative Care Drug in the Community***

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** | **BWCCG Palliative Care 2020/22** |
| **DATE OF CONTRACT** | **TBC** |
| **SERVICE COMMENCEMENT DATE** | **1st April 2020** |
| **CONTRACT TERM** | **Two (2) years commencing 1st April 2020** |
| **COMMISSIONERS** | **Berkshire West Clinical Commissioning Group**  **57-59 Bath Road, Reading, RG30 2BA**  **(ODS 15A)** |
| **CO-ORDINATING Commissioner** | **Berkshire West Clinical Commissioning Group**  **57-59 Bath Road, Reading, RG30 2BA**  **(ODS 15A)** |
| **PROVIDER** | **Boots UK Limited**  **Principal and or registered office address:**  **Nottingham, NG2 3AA**  **Company number: 00928555** |

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**CONTRACT**

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** |
| --- | --- |
| **Sanjay Desai**  **For and on behalf of Berkshire West Clinical Commissioning Group** | **Title: Associate Director of Medicines Optimisation**  **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** | | **1st April 2020** | |
| **Expected Service Commencement Date** | | **1st April 2020** | |
| **Longstop Date** | | **Not applicable** | |
| **Service Commencement Date** | | **1st April 2020** | |
| **Contract Term** | | **Two (2) years commencing 1st Arpil 2020** | |
| **Option to extend Contract Term** | | **YES** | |
| **Notice Period (for termination under GC17.2)** | | **Three (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)** | | **YES** | |
| **Local Prices Apply to some or all Services** | | **YES** | |
| **Expected Annual Contract Value Agreed** | | **NO** | |
| **GOVERNANCE AND REGULATORY** |  | |
| **Provider’s Nominated Individual** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Information Governance Lead** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Data Protection Officer (if required by Data Protection Legislation)** | **Harneesh Sangra, Data Protection & Privacy Officer**  **Email:** harneesh.sangra@boots.co.uk  **Tel:** 0115 9592009 | |
| **Provider’s Caldicott Guardian** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Senior Information Risk Owner** | **Richard Bradley, Pharmacy Director**  **Email:** richard.01.bradley@boots.co.uk  **Tel:** 0115 9592009 | |
| **Provider’s Accountable Emergency Officer** | **Andrew Caplan, Retail & Pharmacy Operations Director**  **Email:** [andrew.caplan@boots.co.uk](mailto:kevin.birch@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Safeguarding Lead** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Child Sexual Abuse and Exploitation Lead** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Mental Capacity and Liberty Protection Safeguards Lead** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **Provider’s Freedom To Speak Up Guardian(s)** | **Marc Donovan, Superintendent Pharmacist**  **Email:** [marc.donovan@boots.co.uk](mailto:marc.donovan@boots.co.uk)  **Tel:** 0115 9592009 | |
| **CONTRACT MANAGEMENT** |  | |
| **Addresses for service of Notices** | **Co-ordinating Commissioner:**  **Associate Director of Medicines Optimisation**  **Berkshire West Clinical Commissioning Group**  **57-59 Bath Road, Reading, RG30 2BA**  **Email: bwccg.medicines@nhs.net**  **Provider: Boots UK Limited**  **Address: Chief Pharmacists Office D90 East First 08, Thane Road, NG90 1BS**  **Email: pharmacy.contracts@boots.com** | |
| **Commissioner Representative(s)** | **Sanjay Desia**  **Address:**  **57-59 Bath Road, Reading, RG30 2BA**  **Email: bwccg.medicines@nhs.net**  **Tel: 0118 982 2766** | |
| **Provider Representative** | **Name: Heidi Titcomb**  **Address: Chief Pharmacists Office D90 East First 08, Thane Road, NG90 1BS**  **Email: pharmacy.contracts@boots.com Tel: 07788302030** | |

**Participating Pharmacy Stores**

|  |  |
| --- | --- |
| **Name** | **Address** |
| Boots UK Limited | Unit 1C, Banbury Cross Retail Park, Lockheed Close, Banbury, Oxfordshire, OX16 1LX |
| Boots UK Limited | 19 High Street, Chipping Norton, OX7 5AD |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

| 1. Evidence of appropriate Indemnity Arrangements 2. Evidence of Pharmacy premises registration |
| --- |

1. **Extension of Contract Term**

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

1. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by two (2) years.
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 six (6) 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**

**1. Background**

|  |  |
| --- | --- |
| 1.1 | Community teams often experience difficulties in obtaining emergency drugs e.g. for use in syringe drivers. This can be due to local pharmacies either not holding the required drugs or not stocking sufficient quantities to complete the prescription. |
| 1.2 | To overcome this, Berkshire West Clinical Commissioning Group (CCG) will provide funding to the Pharmacy Contractor for the guaranteed provision of routine palliative care drugs according to the terms and conditions below. |
| 1.3 | This service aims to ensure the supply of specialist palliative care medicines, the demand for which may be urgent and/or unpredictable. |
| 1.4 | The aim of the service is to improve access for people to these specialist medicines when they are required by ensuring prompt access and continuity of supply. |

**2. Service Outline**

|  |  |
| --- | --- |
| 2.1 | The pharmacy holds the entire list of medicines (specified in Appendix A) required to deliver this service at all times and will dispense these in response to NHS prescriptions presented, making a commitment to ensure that users of this service have prompt access to these medicines. |
| 2.2 | The pharmacy contractor 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. |
| 2.3 | Community teams will be able to access these drugs during the pharmacies’ normal opening hours. (NB. This arrangement does not cover access to medicines outside of contracted hours.) |
| 2.4 | 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 (including Standard Operating  Procedures). |
| 2.5 | The NHS England Thames Valley Area Team’s Accountable Officer for controlled drugs must be informed of any incidents or concerns involving controlled drugs. |
| 2.6 | The CCG will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment. |
| 2.7 | The CCG will periodically audit the stock holding of the drugs stated in this service specification.  The audit may take place via telephone call or a visit to the pharmacy. No advance notice will be given of the audit. |
| 2.8 | Pharmacies will provide information and advice to the user, carer and clinician as appropriate. |
| 2.9 | The CCG will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The current formulary for this service is attached (Appendix A). The CCG will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines. Any changes to the formulary will be communicated to participating pharmacies and a 1 month transition period will be allowed. |
| 2.10 | The CCG will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance. |
| 2.11 | The CCG will disseminate information on the service to other pharmacy contractors and health care professionals in order that they can signpost patients to the service. |
| 2.12 | The Pharmacy Contractor will need to have due regard to the urgency of these medications ensure prescriptions are prioritised to ensure prompt supply. |
| 2.13 | The Pharmacy Contractor will be expected to undertake monthly date checking and stock review, using the appropriate forms. |
| 2.14 | The Pharmacy Contractor will be expected to inform the CCG of any difficulty of obtaining drugs on the formulary within 48 hours. |
| 2.15 | The Pharmacy Contractor should maintain appropriate records to ensure effective ongoing service delivery and audit. |

**3. Pharmacy Requirements**

*The criteria outlined below (paragraphs 3.1-3.7) must be met by any pharmacy wishing to apply. In the event of more than 10 pharmacies in the Berkshire West area applying and meeting the above criteria, the most appropriate providers will be selected in order to ensure a broad geographical spread of provision across the CCGs area, ease of access (including parking) to the Pharmacy and extended opening hours.*

|  |  |
| --- | --- |
| 3.1 | The pharmacy must be able to dispense FP10 prescriptions and must not be part of any ongoing investigation by NHS England. |
| 3.2 | The pharmacy must have opening hours which cover at least 5 days of the week. Pharmacies which are open late evening during the week days and at weekends, will be preferred |
| 3.3 | The pharmacy contractor will identify a pharmacist(s) to take responsibility for the service and to  notify the CCG of any changes (other than that relating to temporary cover) relating to the identified pharmacist(s). |
| 3.4 | The pharmacy contractor will:   * Ensure the identified pharmacist(s) act in accordance with the agreement and take steps to ensure that training is kept up to date in this area. * Ensure that information relating to the service is cascaded to the pharmacy staff and that staff are kept up to date throughout the provision of the service. * Complete and submit the appropriate claims for (Appendix B) for payment within a month of the claim being eligible. For audit purposes, all invoice copies must be sent to the Associate Director of Medicines Optimisation on the address listed on the form. (see paragraph 6.1 and 6.2 for fee details) * Make every reasonable effort to maintain sufficient staff in place to support the service ensuring there is no interruption of service provision under the agreement. Where interruption of service is unavoidable, the pharmacy contractor will ensure that support staff and any replacement pharmacists are aware of the details of the scheme. * Comply with monitoring and auditing requirements of the CCG. |
| 3.5 | Any pharmacy contractor wishing to withdraw their pharmacy from the Agreement (see section 6) must inform the Lead Pharmacist for Medicines Optimisation. |
| 3.6 | The Pharmacy will bound by legal and professional guidelines, the Code of Ethics as regulated by the General Pharmaceutical Society, the principles of the Data Protection Act 1998 and Caldicott. The Pharmacy is also responsible for ensuring appropriate Standard Operating Procedures are in place. |
| 3.7 | The Pharmacy Contractor 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. |
| 3.8 | 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. |

**4. Audit and quality indicators**

|  |  |
| --- | --- |
| 4.1 | The pharmacy must review its standard operating procedures and the referral pathways for the service on an annual basis. |
| 4.2 | The pharmacy co-operates with any locally agreed CCG-led assessment of service user experience. |

**5. Monitoring Arrangements**

|  |  |
| --- | --- |
| 5.1 | The CCG will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment. |

**6. Termination and Change Arrangements**

|  |  |
| --- | --- |
| 6.1 | Participation in this local service can be terminated provided that three months’ notice is given in writing by either party. The service may be terminated immediately if there is evidence to show a Pharmacist has failed to comply with either the Misuse of Drugs Act or the Medicines Act. |
| 6.2 | If the service is terminated by the participating pharmacy **within** the first 12 months of service initiation, 50% (£500) will be charged to the pharmacy, in the form of a termination fee. If the service is terminated by the participating pharmacy **after** the first year, no termination fee will charged. |
| 6.3 | If the service is terminated immediately due to evidence that a Pharmacist has failed to comply with either the Misuse of Drugs Act or the Medicines Act, a termination fee of £500 will be charged to the participating pharmacy. |

**7. Practice**

|  |  |
| --- | --- |
| 7.1 | The conditions of this Agreement may only be varied by written agreement of the CCG and the pharmacy contractor. |
| 7.2 | This service will run until the 31st March 2022, after which is will be reviewed. |
| 7.3 | In the event that the pharmacy contractor fails to provide the services in accordance with this  Agreement, the CCG reserves the right to withhold funding until the default is rectified. |
| 7.4 | The pharmacy contractor shall at all times maintain insurance cover with a reputable Company |
| 7.5 | The pharmacy contractor shall indemnify against any action or negligent act or omission on the part of the contractor or the contractor’s staff or anyone engaged by the contractor in the delivery of the service and keep indemnified from and against the injury to or death of any persons arising from the Berkshire West CCG provision or attempted provision of these services. |

**SCHEDULE 2 – THE SERVICES**

**Ai. Service Specifications – Enhanced Health in Care Homes**

*Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model. Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.*

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

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

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

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

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

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

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

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

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

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

| Pharmacies are expected to comply with the requirements in the Community Pharmacy Assurance Framework are as detailed below;  <https://psnc.org.uk/wp-content/uploads/2019/05/PSNC-Briefing-021.19-CPAF-screening-process-2019-20.pdf>  Safeguarding - we manage safeguarding issues by:  Level 1  The pharmacy has appropriate safeguarding procedures  The pharmacist is aware of how safeguarding issues should be reported and to whom  All pharmacy staff are aware of when to raise safeguarding concerns to the pharmacist  Level 2  Contact information for safeguarding interventions is kept up to date  The pharmacist and pharmacy technicians have received appropriate training on safeguarding  Level 3  Any safeguarding issues that have occurred in the pharmacy, or elsewhere, are reflected upon by the pharmacy team. |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| Participating pharmacy stores, detailed on page 11, who are successful in the application of this service, will be paid to guarantee holding sufficient pre-determined stock levels of medicines routinely used in palliative care (see Appendix A for stock list) and to comply with the monitoring and auditing requirements of the CCG. The payment is as follows   * £1000 initial fee, to cover the cost of purchasing stock and the associated administrative costs. * It is expected that this fee will cover the first 2 years of delivery of this service.   If the CCG wishes to extend the contract, in line with the particulars set out in *Section C - Extension of Contract Term,* then the following payments will be made to each participating Pharmacy store as detailed below;   * an annual fee of £150 * The CCG will reimburse any medicines within the agreed formulary which become out of date or which are removed by the CCG during a stock list review.   The participating pharmacy store must submit any claims for the initial set up fee and out of date stock (or stock which is removed from the drug list by the CCG following a review) by completing the claim form (Appendix B) and submitting it to the CCG. |
| --- |

1. **Local Variations**

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at:* [*https://improvement.nhs.uk/resources/locally-determined-prices/*](https://improvement.nhs.uk/resources/locally-determined-prices/)*) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

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

1. **Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:* [*https://improvement.nhs.uk/resources/locally-determined-prices/*](https://improvement.nhs.uk/resources/locally-determined-prices/)*). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

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

1. **Expected Annual Contract Values**

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

# SCHEDULE 4 – QUALITY REQUIREMENTS

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

| **Ref** | **Operational Standards/National Quality Requirements** | **Threshold** | **Guidance on definition** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Category** |
| --- | --- | --- | --- | --- | --- | --- |
| ***E.B.4*** | ***Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*** | ***Operating standard of no more than 1%*** | ***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/***](https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/) | ***Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Monthly*** | ***CS***  ***D*** |
| ***E.B.S.3*** | ***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 3*** | ***Where the number of Service Users in the Quarter not followed up within 72 hours exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold*** | ***Quarterly*** | ***MH*** |
|  | Duty of candour | Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations | See CQC guidance on Regulation 20 at:  <https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour> | 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 |
| ***~~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/~~***](https://www.england.nhs.uk/mental-health/resources/access-waiting-time/) | ***~~Issue of Contract Performance Notice and subsequent process in accordance with GC9~~*** | ***~~Quarterly~~*** | ***~~MH~~*** |
| ***~~E.H.1~~*** | ***~~Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment~~*** | ***~~Operating standard of 75%~~*** | ***~~See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:~~***  [***~~https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/~~***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***~~Issue of Contract Performance Notice and subsequent process in accordance with GC9~~*** | ***~~Quarterly~~*** | ***~~MH~~*** |
| ***~~E.H.2~~*** | ***~~Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment~~*** | ***~~Operating standard of 95%~~*** | ***~~See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at:~~***  [***~~https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/~~***](https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/) | ***~~Issue of Contract Performance Notice and subsequent process in accordance with GC9~~*** | ***~~Quarterly~~*** | ***~~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.

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Consequence of breach** | **Timing of application of consequence** | **Applicable Service Specification** |
| --- | --- | --- | --- | --- | --- |
| * Failure to maintain stock as listed in Appendix A, would be in breach of contract and would result in a fine of £150 per incident. * Exemption to breach of contract would be allowed in the following circumstances   + If a prescription for the stock item had been received in the previous 2 working days   + If the manufacturer/suppliers are unable to supply the stock item. The commissioner must be informed of all stock availability issues via [bwccg.medicines@nhs.net](mailto:bwccg.medicines@nhs.net) | Minimum amount of stock as listed in Appendix A | * In line with paragraph 2.7 in SCHEDULE 2 – THE SERVICES * Complaints from service users will be followed up | A fee of £250 will be charged to each Pharmacy Store which fail to meet this quality requriement | Provider will need to rectify the situation as soon as possible (within 2 working days) | Schedule 2A, 3A |

**SCHEDULE 4 – QUALITY REQUIREMENTS**

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

**EITHER:**

**CQUIN Table 1: CQUIN Indicators**

| **Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years**  **NOT APPLICABLE** |
| --- |

**OR:**

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract.

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at <https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections>   where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | Yearly | Appendix B | Upon receipt of Palliative Care Drugs Scheme Payment Claim Form |
| 1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour | N/A | N/A | N/A |
| 1. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied | N/A | N/A | N/A |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | N/A | N/A | N/A |
| 1. Summary report of all incidents requiring reporting | N/A | N/A | N/A |
| **Local Requirements Reported Locally** |  |  |  |
| **Palliative Care Drugs Scheme Payment Claim Form must be submitted to the CCG** | At the start of the contract, when claiming for initial set-up fee, Annual fee (after 2 years of service) , expired drugs | Invoice for expired drugs where applicable | Upon receipt of Palliative Care Drugs Scheme Payment Claim Form |

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

1. **Incidents Requiring Reporting Procedure**

|  |
| --- |
| **Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents** |
| **The Provider ensures that the pharmacy has a complaints procedure in place that meets the NHS Pharmaceutical contractual standards.**  **All adverse drugs reactions (ADRs)/significant events/near misses occurring in relation to the Service must be reported via the Provider’s usual incident reporting system.** |

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

**F. Provider Data Processing Agreement**

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

# SCHEDULE 7 – PENSIONS

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

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# Appendix A - Palliative Care Emergency Drug List

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Buprenorphine Patches | 5mcg/hr | 2 x 4 |  | Morphine sulphate injection | 10mg/1ml | 10 x 5 |
| Buprenorphine Patches | 10mcg/hr | 2 x 4 |  | MST tablets | 5mg | 1 x 60 |
| Cyclizine injection | 50mg/1ml | 2 x 5 |  | Oramorph solution | 10mg/5ml | 3 x 100ml |
| Dexamethasone injection | 6.6mg/2ml | 1 x 5 |  | Oramorph Conc solution | 100mg/5ml (20mg/ml) | 1 x 120ml |
| Diclofenac injection | 75mg/3ml | 1 x 10 |  | Oxycodone injection | 10mg/1ml | 10 x 5 |
| Diclofenac supps | 100mg | 1 x 10 |  | Oxycodone MR tablets | 5mg | 1 x 28 |
| Fentanyl Matrix patches | 12mcg/hr | 2 x 5 |  | Oxycodone MR tablets | 20mg | 1 x 56 |
| Fentanyl Matrix patches | 25mcg/hr | 1 x 5 |  | Oxynorm liquid | 5mg/5ml | 1 x 250ml |
| Haloperidol injection | 5mg/1ml | 2 x 5 |  | Paracetamol tablets | 500mg | 2 x 100 |
| Haloperidol tablets | 500microgram | 1 x 28 |  | Paracetamol Suppositories | 1g | 2 x 10 |
| Haloperidol liquid | 5mg/5ml | 1 x 100ml |  | Sodium chloride 0.9% injection | 10ml | 20amps |
| Hyoscine butylbromide injection | 20mg/1ml | 2 x 10 |  | Water for injection | 10ml | 40 amps |
| Hyoscine hydrobromide patches | 1mg/72hrs | 2 x 2 |  | Zomorph capsules | 10mg | 1 x 60 |
| Levomepromazine injection | 25mg/1ml | 1 x 10 |  | Zomorph capsules | 30mg | 1 x 60 |
| Levomepromazine tablets | 25mg | 1 x 84 |  | Zomorph capsules | 60mg | 1 x 60 |
| Lorazepam tablets (Genus brand) | 1mg | 2 x 28 |  | Zomorph capsules | 100mg | 1 x 60 |
| Metoclopramide injection | 10mg/2ml | 2 x 10 |  |  |  |  |
| Midazolam injection | 10mg/2ml | 3 x 10 |  |  |  |  |

# Appendix B

Date of Claim

Please print pharmacy letter headed paper

**Community Pharmacy Local Service- Palliative Care Drugs Scheme Payment Claim Form**

**Billing Address:**

**Pharmacy stamp**

**Name & Address of Pharmacy**

XXSDESAI

NHS Wokingham CCG

11D PAYABLES K505

Phoenix House

Topcliffe Lane

Wakefield

West Yorkshire WF3 1WE

|  |  |
| --- | --- |
| **I wish to claim the following fee for providing the Community Pharmacy Local Service** | **Amount Claimed** |
| Initial set up fee (only applicable as a one off at the start of the scheme) | £ |
| Annual fee (only applicable following the completion of 24 months continuous service) |  |
|  |  |
| Cost of expired drugs/drugs removed from the drug list by the CCG: |  |
| 1. | £ |
| 2. | £ |
| 3. | £ |
| **Total claim** | **£** |

**Signed by Store Manager/Pharmacist: Print Name:**

**Bank Details** Bank Name: Account Name

Bank Sort code: Bank account number:

**Please return to Medicine Optimisation team. 57-59 bath Rd, Reading RG30 2BA**