



NHS Standard Contract 2022/23 Particulars (Shorter Form)

Contract title: Stock Holding of Palliative Care Medicines in Community Pharmacy

Contract Ref:

Variation Ref:

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send national variations to this email address)

First published: March 2022

Publication Approval Number: PAR907

NATIONAL VARIATION AGREEMENT

Contract Reference:

Variation Reference:

Proposed by:

Co-ordinating Commissioner
NHS Greater Manchester Integrated Care Board

Date of Proposal:

Date of Variation Agreement:

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract referred to above.

1. The Parties have agreed the Variation summarised below:

National Variation to adopt NHS Standard Contract shorter-form 2022/23 terms and conditions.

Local Variations:

1. Update of Commissioner details to NHS Greater Manchester Integrated Care
2. Contract Term – end date updated to be 30th April as was previously 31st April, which was incorrect
3. Signatory updated to reflect change to NHS Greater Manchester Integrated Care
4. Governance and regulatory contacts updated
5. Contract Management information updated
6. Schedule 1A Email updated for Medicines Optimisation Team
7. Schedule 2K Safeguarding Policy updated for 22-23
8. Schedule 6A submission emails updated
9. Schedule 6A EDHR Schedule Updated for 22-23

2. The Variation is reflected in the attached revised Particulars bearing the contract reference and variation number set out above, the NHS Standard Contract shorter-form 2022/23 Service Conditions published at <https://www.england.nhs.uk/nhs-standard-contract/>, as applicable to the service categories indicated in the Particulars, and the NHS Standard Contract shorter-form 2022/23 General Conditions published at <https://www.england.nhs.uk/nhs-standard-contract/>, and the Parties agree that the Contract is varied accordingly.

3. The Variation takes effect on.

IN WITNESS OF WHICH the Parties have signed this Variation Agreement on the date(s) shown below

SIGNED by

.....
Signature

**for and on behalf of
the Co-ordinating Commissioner**

.....
Title

.....
Date

SIGNED by

.....
Signature

.....
Title

.....
Date



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Version Control

Version	Date	Description
A001	May 2020	New Contract
A002	April 2021	Simple national variation for 21-22
A003	August 2021	Fully updated particulars for 21-22
A004	August 2022	Fully updated particulars for 22-23 with National Variation

Contract Reference Variation Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	1 year commencing 1 st May 2020 (or as extended in accordance with Schedule 1C) Schedule 1C has been enacted – new end date of contract is 30 th April 2023.
COMMISSIONERS <i>Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs</i>	NHS Greater Manchester Integrated Care Board [QOP]
CO-ORDINATING Commissioner <i>See GC10</i>	NHS Greater Manchester Integrated Care Board [QOP]
PROVIDER	Community Pharmacy:

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CONTRACT

Contract title: Stock Holding of Palliative Care Medicines in Community Pharmacy

Contract ref:

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*);
2. the **Service Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>;
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

- (i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by

.....
Signature

**for and on behalf of
the Co-ordinating Commissioner**

.....
Title

.....
Date

SIGNED by

.....
Signature

.....
Title

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date <i>See GC2.1</i>	
Expected Service Commencement Date <i>See GC3.1</i>	
Longstop Date <i>See GC4.1</i>	
Contract Term	
Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i>	Yes – Extension enacted as per letter in Schedule 2G.
Notice Period (for termination under GC17.2)	1 month
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. <i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.</i>
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)	Yes
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	
Provider's Information Governance Lead	
Provider's Data Protection Officer (if required by Data Protection Legislation)	
Provider's Caldicott Guardian	

Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	

Provider's Safeguarding Lead (children) / named professional for safeguarding children	
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	
Provider's Child Sexual Abuse and Exploitation Lead	
Provider's Mental Capacity and Liberty Protection Safeguards Lead	
Provider's Freedom To Speak Up Guardian(s)	
CONTRACT MANAGEMENT	
Addresses for service of Notices <i>See GC36</i>	Commissioner: NHS Greater Manchester Integrated Care Board [QOP] Address: Stopford House, Piccadilly, Stockport SK1 3XE Email: gmicb-sto.medsopadmin@nhs.net Provider: Address: Email:
Commissioner Representative(s) <i>See GC10.2</i>	Faduma Abukar Address: Stocpford House, 4th Floor, Piccadilly Stockport SK1 3XE Email: Faduma.abukar@nhs.net Tel: 0161 426 9910
Provider Representative <i>See GC10.2</i>	Pharmacy 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
Employers Liability Insurance
Public Liability Insurance
Medical Malpractice Insurance
2. Premises registration with the General Pharmaceutical Council
3. Standard Operating Procedures (SOP) for provision of the service within the provider premises – provided by the longstop date and sent to the commissioner via gmicb-sto.medsopadmin@nhs.net

C. Extension of Contract Term

1. As advertised to all prospective providers, the Commissioners may opt to extend the Contract Term by 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 one month 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	Stock Holding of Palliative Care Medicines
Commissioner Lead	Faduma Abukar Stockport Clinical Commissioning Group
Provider Lead	
Period	Expected service commencement May 2020- 31 st March 2021
Date of Review	31 st March 2021 with an option to extend for 2 further years.

1. Population Needs

1.1. National/local context and evidence base

- 1.1 The demand for specialist palliative care medicines is often urgent and/or unpredictable. In addition, community pharmacies do not generally hold a stock of all these medicines, which can lead to a shortfall in provision of medicines for patients who are terminally ill and/or receiving end of life care.
- 1.2 In order to ensure availability of palliative care medicines, within contracted hours, a small number of community pharmacies across Stockport will be remunerated to hold an ongoing stock of these medicines and the CCG agree to reimburse pharmacies should this medicine be held beyond the expiry date.
- 1.3 Pharmacies providing the service will have adequate opening times in order to ensure provision throughout evenings and weekends and will be located to provide geographical coverage across the geography.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

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

2.2 Local defined outcomes

2.2.1 To provide patients and provider services with specific locations where palliative care medication can be obtained. Other locations may also stock the medication but are outside the scope of this agreement.

- 2.3.2 To reduce the incidence of delayed access to immediately required Palliative Care medication.
- 2.3.3 To improve accessibility of drugs used in palliative care for patients in the community

3. Scope

3.1 Aims and objectives of service

- 3.1.1 To maintain an agreed stock of medicines used in the treatment of palliative care Appendix 1 at designated community pharmacies, intended for supply by the community pharmacy against FP10 prescriptions issued.
- 3.1.2 To ensure patients requiring access to palliative care medicines have access during both normal working hours, and evenings and weekends.
- 3.1.3 To support patients, carers and clinicians by providing them with up to date information and advice and referral to specialist palliative care, where appropriate.

3.2 Service description

- 3.2.1 To maintain a minimum stock level of palliative care medicines, as detailed in Appendix 1. Allowances will be made for medicines issued and awaiting delivery from the wholesaler and where stock is unavailable due to manufacturing problems. The list may include more than one formulary option to provide for out of stock situations. This list will be agreed between locally within Stockport and updated as necessary by the commissioner. The provider must ensure that any changes to the stock list will be stocked within two working days of receiving the updated stock list.
- 3.2.2 The list of pharmacies that have agreed to provide this service (section 5), together with contact details will be posted on the CCG website and shared by Stockport CCG with all relevant parties in the Stockport area.
- 3.2.3 The pharmacy will ensure all relevant staff including locums are aware of the service and will produce a Standard Operating Procedure (SOP) which all staff will adhere to. The SOP will be provided to the commissioner on request and will include:
- List of agreed medicines
 - Details of wholesalers – delivery/order times and contact details
 - Contact details of other pharmacies providing the service
 - Contact details for the commissioner lead
 - Record of stock and date checks
 - Significant event reporting procedures
- 3.2.4 Where a medicine is unavailable, for whatever reason, the pharmacy will make reasonable efforts to identify an alternative point of supply for the patient or their representative and to notify the prescriber if a medicine is not obtainable.
- 3.2.5 To help the commissioner to identify and manage shortfalls in the service, a significant event reporting form should be completed via PharmOutcomes.

- 3.2.6 Medicines will be checked regularly to ensure sufficient in date stock is available. A monthly report will be submitted via PharmOutcomes to confirm that a stock check has been completed.
- 3.2.7 Where a medicine is unavailable due to manufacturing issues the pharmacy will report this to the commissioner via PharmOutcomes and to the local Out of Hours Service.
- 3.2.8 Pharmacists will be available to offer professional advice to clinicians, patients and carers on the medicines dispensed and their use within palliative care. They may also refer to specialist centres, support groups or other health and social care professionals where appropriate.
- 3.2.9 The pharmacy must be able to demonstrate compliance with the NHS England Central Alerting System, including alerts and recalls.
- 3.2.10 The pharmacist must be able to demonstrate ongoing relevant CPD and may wish to undertake an update in palliative care through private study and attendance at relevant teaching sessions.
- 3.2.11 All incidents involving controlled drugs should be reported to NHS England via www.cdreporting.co.uk and to the commissioner using the significant event reporting form via PharmOutcomes.
- 3.2.12 Any changes in pharmacy owner will be communicated directly to the commissioner lead.
- 3.2.13 Changes in opening hours must be communicated to the commissioner lead and to CHL by emailing enquiries@cpgmhealthcare.co.uk who have been commissioned to recruit pharmacies on behalf of Stockport CCG, as this may result in a review of service provision.
- 3.2.14 If, for whatever reason, the provider ceases to provide the essential services under the pharmacy contractual framework then the provider will become ineligible to provide this locally commissioned service.
- 3.2.15 The Requirements and Standards of the National Pharmacy contract remain in place.

3.3 Interdependencies with other services/providers

- 3.3.1 The pharmacy will hold contact details of other local pharmacies providing the service, in order to identify an alternative point of supply where stock is not available.
- 3.3.2 The commissioner will work closely with other community pharmacies, all GP practices, GMHSCP, Out of Hours providers, district nursing services and palliative care specialists as appropriate.

3.4 Commissioner responsibilities

- 3.4.1 The commissioner or a nominated deputy, may carry out spot checks of stock and documentation when necessary and with regard to minimal disruption to the pharmacy.

- 3.4.2 The commissioner will provide adequate signposting for patients, carers and clinicians to improve awareness of specialist palliative care services and the availability of support and advice.
- 3.4.3 The commissioner will promote the service to prescribers and other health and social care services across Stockport.

4. Monitoring and Payment

4.1 Monitoring

All payments and service monitoring will be conducted via the PharmOutcomes system, including:

- Sign up to the service (for pharmacies approved to provide by the commissioner)
- Service payments
- Reporting of complaints and significant events relating to service provision
- Reporting and reimbursement of expired stock
- Reporting of unavailable items due to manufacturing issues

5. Premises

The Provider's premises are located at:

Pharmacy Name	Pharmacy Address	Post Code	Pharmacy Contact Number	Opening hours Monday to Friday:	Opening hours Saturday	Opening hours Sunday
Scorah Chemists	61 North Park Road, Bramhall	SK7 3LQ	0161 439 3744	09:00 - 18:00	09:00 - 13:00	Closed
Well Pharmacy	114 London Road, Hazel Grove	SK7 4AG	0161 456 3260	08:30 - 18:30	08:30 - 18:00	Closed
Asda Pharmacy	Warren Street, Stockport	Sk1 1UA	0161 429 3718	08:30 - 22:00	08:30 - 22:00	10.30 - 16:30
Well Pharmacy	26 Reddish Road, Reddish	SK5 7PE	0161 477 3992	09:00 - 18:15	Closed	Closed

Appendix 1 – Palliative Care Drugs List

The drug list may be altered, based on the needs of the local population. Stock availability and changes in national and local guidance or prescribing trends within palliative care. This will be subject to notice from the Commissioner and only follow consultation with relevant local clinicians. 1st line agents are the drug of choice if not available please notify the commissioner and stocking the alternative will be authorised with revised levels of stock to be kept.

Please note as of April 2020, only the pharmacies indicated in the 'PC Stock List' in section 5 of this specification are commissioned to stock these medicines.

Position	Drug and Form	Strength	Minimum Quantity
	Palliative therapy - Injectable (Covid and non-Covid)		
1 st line opiate for pain/breathlessness	Morphine Sulfate solution for injection	10mg/1ml	30 amps
Alternative if morphine not available	Oxycodone Hydrochloride solution for injection	10mg/1ml	10 increase to 40 if no morphine available
1 st line anti-emetic	Cyclizine solution for injection	50mg/1ml	30 amps
Alternative	Levomepromazine solution for injection	25mg/1ml	10 amps increase to 30 if no cyclizine available
1 st line Delirium/Agitation	Midazolam solution for injection	10mg/2ml	30 amps
2 nd line	Haloperidol solution for injection	5mg/1ml	10 amps
1 st line noisy secretions	Glycopyronium bromide injection	200µg/1ml	30 amps
2 nd line	Hyoscine butylbromide injection	20mg/1ml	10 amps increase to 30 if no glycopyronium available
	Water for Injection		8 x 10

Drug and Form	Strength	Minimum Quantity
Palliative oral therapy in Covid patients (symptomatic)		
Morphine sulfate oral solution	10mg/5ml	2 x 500ml
Cyclizine tablets	50mg	50 tabs
Haloperidol tablets	500µg	84 tabs
Haloperidol tablets	1.5mg	84 tabs
Lorazepam sublingual tablets (Genus brand)	1mg	84 tabs
Lorazepam 1m tablets	1mg	0 increase to 84 tabs if no lorazepam sublingual available.
Simple linctus		300ml
Codeine linctus	15mg/5ml	300ml

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

B. Indicative Activity Plan

Not applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Contract Extension Letter

Contract Extension Letter

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Agreement

As well as holding their own policies for safeguarding adults, safeguarding children and compliance with the Mental Capacity Act, all providers are required to have regard to the GM Safeguarding Contractual Standards and complete the GM Safeguarding Audit Tool on an annual basis.

GM Safeguarding Audit Tool

- **GM Safeguarding Contractual Standards / Policy Document** – information for all providers and guidance on the standards / audit tool.
- **Appendix 2** – NHS Provider Safeguarding and Looked after Children Audit Tool – to be completed by NHS Providers.
- **Appendix 3** – Non-NHS Provider Safeguarding and Mental Capacity Act Standards Audit Tool – to be completed by Independent / Voluntary Sector Providers with a contract value over £250,000.
- **Appendix 4** – Safeguarding for Single Placements Small Value and Voluntary Sector Audit Tool - to be completed by Independent / Voluntary Sector Providers with a contract value under £250,000.

Compliance will be measured by annual audit; the relevant audit tool for your organisation should be complete and an action plan produced for any elements that are not fully compliant. Completed tools must be sent to:

Please ensure you complete the relevant tool for your organisation and submit to the Stockport CCG Safeguarding Team at gmicb-sto.safeguarding@nhs.net within 12 months. Any queries should also be raised via this email address.

See attachments:

SCH2K GM Safeguarding contractual standards 22-23

SCH2K Apx2 NHS Provider audit tool 2223

SCH2K Apx3 Non NHS provider Audit tool 2223

SCH2K Apx4 Single Placement audit tool 2223

SCHEDULE 3 – PAYMENT

A. Local Prices

A one off initial payment of **£650** will be made to community pharmacies providing the service payable by invoice at the commencement of the service in year 1.

An annual retainer of **£500** will be paid in quarterly instalments made dependent upon the submission of a monthly stock report by the pharmacy to the commissioner via PharmOutcomes. Payment will be made at the beginning of the following quarter.

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

D. Expected Annual Contract Values

Expected annual contract value

Payment schedule	Value
Initial one off payment (service commencement)	£650
Quarter 1	£125
Quarter 2	£125
Quarter 3	£125
Quarter 4	£125
Total	£1150

-Reimbursement will also be made for expired stock where reported on PharmOutcomes or where an item is removed from the formulary during the course of the contract and subsequently expires in line with the NHS Business Authority drug tariff. The latest national tariff drug prices are available via the link below:

<https://www.nhsbsa.nhs.uk/pharmacies-gp-practices-and-appliance-contractors/drug-tariff>

-Payment for medication dispensed will be made through normal NHS Prescription Services arrangements through NHSE pharmacy contract and are not payable through this contract.

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
Provider to review Stock Holding Standard Operating Procedure (SOP) on a quarterly basis for provision of the service within the provider premises in the first year of contract.	SOP completed and no concerns raised by commissioner	Review of SOP by commissioner	As in Schedule 2A

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 Data Alliance Partnership Board 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 (<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>)	Submission of a monthly stock report	Submit completed stock report on PharmOutcomes	Report to be submitted to PharmOutcomes no later than the 15 th of each month
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements 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	As required	Provider report to commissioner of complaint	Report submitted via email to gmicb-sto.medsopadmin@nhs.net
4. Summary report of all incidents requiring reporting	PharmOutcomes and CD reporting tool	Within one week of the event via PharmOutcomes and www.cdreporting.co.uk for CH incidents.	PharmOutcomes and CD reporting tool

	Reporting Period	Format of Report	Timing and Method for delivery of Report
Local Requirements Reported Locally			
Equality, Diversity and Human Rights (EDHR) Contract Schedule Please refer to paperclip attachment: Sch 6A EDHR Stockport CCG Short Form Version 2022-23	As Set out in the Schedule	As Set out in the Schedule Please refer to paperclip attachment: • Sch 6A EDHR Stockport CCG Short Form Version 2022-23	As set out on the schedule to be sent to rosie.kingham@nhs.net for review by Greater Manchester Shared Service
Completion of relevant Continuing Professional Development by Pharmacist and relevant staff	At least one piece of CPD relevant to the service completed each year.	Provider to submit evidence of training completed	Annually at month 12 for duration of the contract. Evidence to be submitted to gmicb-sto.medsopadmin@nhs.net
Provider to review Stock Holding Standard Operating Procedure (SOP) on a quarterly basis for provision of the service within the provider premises in the first year of contract.	Quarterly	Provider SOP format	After the end of the 1 st , 2 nd , 3 rd and 4 th quarter. Document to be submitted to gmicb-sto.medsopadmin@nhs.net
Changes in hours of service	As required	E-mail sent to commissioner	Email to be submitted to gmicb-sto.medsopadmin@nhs.net as soon as the change of hours is being planned for planned changes or as soon as known for unplanned changes.

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 following are required to be reported within the terms of the contract :

1. All incidents involving controlled drugs must be reported to NHS England via www.cdreporting.co.uk and to the commissioner using the significant event reporting form via PharmOutcomes.

F. Provider Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of 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 but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) 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, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

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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