

Classification: Official

Publication reference: PRN01169



NHS Standard Contract 2024/25

Particulars (Shorter Form)

Contract title:	<i>Emergency Hormonal Contraception in Pharmacies</i>
Contract ref:	<i>EHC 2024-25</i>

Version 1, February 2024

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DATE OF CONTRACT	--/--/2024
SERVICE COMMENCEMENT DATE	01/04/2024
CONTRACT TERM	12 months
COMMISSIONERS	Rochdale Borough Council
CO-ORDINATING Commissioner <i>See GC10</i>	Erica Nixon, Public Health Commissioning and Improvement Manager
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []

CONTRACT AWARD PROCESS <i>See s15 of the Contract Technical Guidance</i>	PSR most suitable provider process
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CONTRACT

Contract title: Emergency Hormonal Contraception in Pharmacies

Contract ref: EHC 2024-25

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

[INSERT AUTHORISED SIGNATORY'S NAME] for and on behalf of [INSERT COMMISSIONER NAME]

Kuiama Thompson, Director of Public Health and Communities

.....
Title

.....
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

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 <i>See GC2.1</i>	--/--/2024
Expected Service Commencement Date <i>See GC3.1</i>	01/04/2024
Longstop Date <i>See GC4.1</i>	N/A
Contract Term	To 31st March 2025
Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i>	YES
Notice Period (for termination under GC17.2)	3 months
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)	x
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (non-emergency) (PT)	
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 <i>See GC36</i>	Co-ordinating Commissioner: Erica Nixon Number 1 Riverside, Smith Street, Rochdale, OL16 1XU Email: Erica.nixon2@rochdale.gov.uk Provider: [] Address: [] Email: []
Commissioner Representative(s) <i>See GC10.2</i>	Co-ordinating Commissioner: Erica Nixon Address: Number 1 Riverside, Smith Street, Rochdale, OL16 1XU Email: Erica.nixon2@rochdale.gov.uk
Provider Representative <i>See GC10.2</i>	[] 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
2. [Evidence of CQC registration (where required)]
3. [Evidence of the Provider Licence (where required)]
4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]*
5. [Insert text locally]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

The text below is a template for an option on the part of Commissioners to extend the Contract Term – i.e. for a modification to the Contract (the modification being the extension of the term) “clearly and unambiguously provided for in the contract” as envisaged by regulation 13(1(a) of the PSR Regulations (<https://www.legislation.gov.uk/ukdsi/2023/9780348252613/contents>).

Please refer to the Contract Technical Guidance if considering use of this Schedule. The text below may be included as it is (with appropriate insertions), adapted (but, it is advised, only having taken appropriate legal advice) to provide for different potential extensions for different Commissioners and/or Services, or deleted and stated to be Not Applicable. The italicised guidance notes should also be deleted.

Whether or not the text below is included (or included in an amended form), the Contract Term may be extended if any of the other circumstances under which that modification to the Contract is permissible under regulation 13 or regulation 14 of the PSR Regulations apply. It is recommended that the Commissioners take legal advice if considering an extension to the Contract Term in any circumstances or on any terms other than those set out clearly and unambiguously in Schedule 1C to their Contract.

1. The Commissioners may opt to extend the Contract Term [*specify number of extensions permitted: eg once/twice*] by [up to] [] months/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 [] months before the Expiry Date as at the date of the written notice.
3. The option to extend the Contract Term may be exercised in conjunction with any variation to the Contract permitted by and in accordance with GC13 (*Variations*).
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

1. Executive Summary	
1.1	Overview
	<p>Rochdale Borough Council is commissioning and funding an emergency hormonal contraception service to ensure that residents have ease of access to this provision. This will contribute to achieving a reduction in the number of unintended conceptions to women of all ages.</p> <p>The Contractor (this is the term used throughout this specification to refer to the provider signing up to offer this locally commissioned service) is required to arrange for an accredited pharmacist to offer information and advice to women attending for emergency hormonal contraception and, if deemed to be appropriate, to issue and supply medication in line with the relevant Patient Group Direction.</p>
2. National Context and Rationale	
2.1	National Context
2.1.1	Overview of commissioning responsibilities
	<p>a) The Health and Social Care Act 2012 divided responsibilities for the commissioning and funding of sexual and reproductive health services between local authorities, Integrated Care Systems (ICSs) and NHS England.</p> <p>b) Local authorities are responsible for commissioning and funding the provision of most but not all sexual and reproductive healthcare provision. Local authorities are mandated to commission and fund comprehensive open-access sexual and reproductive health services for the benefit of all persons present in their area. Local authorities can commission and fund other services including HIV/STI prevention and support programmes. Local authorities have the lead for improving health and for coordinating efforts to protect public health.</p> <p>c) NHS England is responsible for commissioning and funding GP practices to offer routine methods of contraception for their registered patients. GPs are also required to test for HIV/STIs, as and when required, and to offer or arrange for treatment of infection. NHS England is responsible for commissioning and funding HIV treatment and care.</p> <p>d) Integrated Care Systems are responsible for commissioning and funding abortion services. ICSs are also responsible for arranging for patients to obtain permanent methods of contraception/sterilisation procedures including vasectomies and for the promotion of opportunistic STI testing and treatment within general practice.</p>
	Public Health Outcomes Framework
	<p>a) The Public Health Outcomes Framework sets out a vision for public health. The Framework includes the following indicator relating to sexual health: Indicator 20401: Under-18 conception rate.</p> <p>b) Provision of EHC (emergency hormonal contraception) as described in this specification is expected to contribute to reducing the number of under-18 conceptions as well as the number of unintended conceptions amongst women of all ages.</p>
2.2	Rationale
2.2.1	Community pharmacies can promote health and wellbeing among their local population which includes integrating with existing health and care pathways and other activities to encourage more people to use their services.
2.2.2	Community pharmacies offer accessible healthcare because:
	a) Appointments are unnecessary
	b) Opening hours are long
	c) Many staff are from the local community and understand local culture and social norms

	d) Able to offer advice on healthy behaviours and onward referral to other services, if appropriate.
2.2.3	Emergency contraception can be used if a woman has had sexual intercourse without using a regular method of contraception or if her regular method has failed to reduce her risk of having an unintended conception. Levonorgestrel 1500 micrograms can be used up to 72 hours and Ulipristal acetate 30mg from 0 to up to 120 hours following unprotected sexual intercourse. Intrauterine devices can also be used for the purposes of emergency contraception if fitted within 120 hours of unprotected sex.
2.2.4	The consistent and correct use of regular contraception is the best method for sexually active women and their male partners to avoid an unintended conception. There is a correlation between high uptake of reliable methods of contraception and low rates of unintended conceptions among women of all ages and low rates of under-18 conceptions.
3. Greater Manchester Approach	
3.1	Under the remit of the Greater Manchester Sexual Health Network's commissioners group all 10 local authorities are working collaboratively to develop a standardised specification, attendance template (Pharmoutcomes or other) and similar payment for services provided to ensure Greater Manchester residents receive equitable provision across all localities.
4. Local Context	
4.1	Overview of Commissioning for Rochdale Borough Council (RBC)
	Heywood, Middleton and Rochdale Integrated Care and RBC are working in partnership to commission selected health and care services in the borough, including sexual and reproductive health services.
4.2	Overview of Sexual & Reproductive Health of residents in the borough
	Improving the sexual health and wellbeing of the population is one of the public health priorities for RBC. Sexual ill-health is a particular issue for Public Health with high rates of sexually transmitted infections including HIV and high rates of unintended conceptions.
4.2.1	Sexually Transmitted Infections and HIV
	Sexually transmitted infections can be passed from an infected person to their partner during sexual intercourse. Several infections can lead to long-term health problems if not detected and treated. Some infections such as HIV can be managed but not cured. The correct and consistent use of condoms and other prevention tools is important to control and prevent the transmission of infection.
4.2.2	Conceptions / Contraception
	The correct and consistent use of a regular method of contraception is important for the purpose of avoiding an unintended conception. Residents can obtain routine methods including contraceptive pills from their GP. Sexual and reproductive health services offer the full range of contraceptive methods. There has been a gradual rise in the proportion of women opting to use a long-acting method of contraception such as the contraceptive implant or IUD.
5. Aims, Objectives and Outcomes	
5.1	Aims
	RBC is commissioning and funding an emergency hormonal contraception service to promote the use of, and maintain ease of access to this provision in order to reduce the number of unintended conceptions amongst residents of all ages and to encourage safer sex and the use of regular methods of contraception.
5.2	Objectives
	In this specification, providers (pharmacies) are referred to as 'contractors' Contractors offering emergency hormonal contraception as detailed in this specification will: a) Consult with clients attending for Emergency Hormonal Contraception and:

	<p>b) Offer information and advice about all methods of emergency contraception including the emergency IUD and provide information on the probability of failure with advice on the course of action in the event of this occurring</p> <p>c) If deemed to be appropriate, to issue and supply free emergency contraceptive pill(s) in accordance with the relevant Patient Group Direction (PGD). For further guidance go to https://www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/</p> <p><i>If the client is under 16 years of age, Fraser competencies will be adhered to</i></p> <p>d) Offer advice, referral and signposting information about regular methods of contraception including long-acting methods and how to obtain them (through patient's GP or any integrated sexual and reproductive health service as these are open access in England so anyone can attend any provider). In RBC integrated sexual and reproductive health services are provided by HCRG Care Group</p> <p>e) Offer information and advice about safer sex and the benefits of screening for sexually transmitted infections.</p>
5.3	Expected Outcomes
5.3.1	Direct Influence on Outcomes
	Provision of emergency hormonal contraception as described in this specification is expected to contribute to achieving the following outcomes:
	a) Reducing the number and rate of unintended conceptions
	b) Reducing the number and rate of abortions
	c) Reducing the number and rate of under-18 conceptions.
5.3.2	Indirect Influence on Outcomes
	Provision of emergency hormonal contraception as described in this specification is expected to contribute to achieving the following outcomes:
	a) Improving knowledge and understanding of emergency contraception
	b) Improving knowledge and understanding the benefits of using a regular method of contraception
	c) Improving knowledge and understanding of the importance of condoms
	d) Increasing the uptake of regular methods of contraception (including long-acting reversible methods).
6. Overview	
	Service Description
6.1	General Requirements
6.1.1	RBC is commissioning and funding the Contractor to provide emergency hormonal contraception free of charge, to people attending for this provision in line with requirements set out in this specification.
6.1.2	The Contractor is required to arrange for a qualified and accredited pharmacist to consult with clients attending for emergency hormonal contraception. If deemed to be clinically appropriate, the pharmacist can supply the medication to the client in accordance with Medicines management (CSU) Patient Group Direction(s) (PGDs).
6.1.3	The Contractor is required to ensure that the accredited pharmacist:
	a) Determines if the client is competent to consent to treatment
	b) Discusses the full range of emergency contraception including:
	i) Products containing ulipristal acetate
	ii) Products containing levonorgestrel
	iii) Emergency intrauterine device (IUD)
	iv) Signposting or referral to other services, if required
	c) Discusses the effectiveness of emergency contraception and the benefits, risks, and possible side effects of the chosen method
	d) Refers to the Patient Group Direction(s) to determine if it is appropriate to issue emergency hormonal contraception - including:

	i) Inclusion and exclusion criteria
	ii) Cautions
	iii) Drug interactions
	e) Refers to the Patient Group Direction(s) for details of the medication – including:
	i) Dose and quantity to be issued and supplied
	ii) Drug interactions
6.1.4	The Contractor is also required to ensure that the pharmacist:
	a) Discusses the benefits of using a regular method of contraception for protection from an unintended conception and signposts / refers the client to their GP or a sexual and reproductive health clinic for long acting, reversible contraceptive advice.
	b) Discusses the benefits of the consistent use of condoms for protection from sexually transmitted infections.
	c) Discusses the importance and benefits of regular screening for sexually transmitted infections and signposts / refers the client to a sexual and reproductive health clinic if symptomatic or concerned.
6.1.5	The Contractor is required to ensure that consultations occur in a designated room or area. The designated room or area should meet the relevant guidelines and should enable the conversation between the pharmacist and the client to remain confidential.
6.1.6	The Contractor is required to adhere to national and local guidelines for offering sexual health advice and treatment to young people including the requirement to assess Fraser competence.
6.1.7	The Contractor will ensure compliance with local policies and procedures for safeguarding children and vulnerable adults.
6.1.8	The Contractor is required to promote the free emergency hormonal contraception service.
6.1.9	The Sexual Health Commissioner in the Local Authority will ensure that the Contractor has information about local sexual and reproductive health services including website details to aid pharmacists to make accurate and appropriate referrals / assist with online booking.
6.1.10	The service should be accessible to all clients presenting at the pharmacy during the times that the pharmacy is open, providing the appropriately accredited staff are available.
6.2	Population Data Collection
	The Contractor is required to ensure that wherever possible, for all clients attending for emergency hormonal contraception, that a minimum of the first 4 digits postcode data is collected and recorded on patient records. Non-provision of this information should not preclude a person from accessing emergency contraception.
6.3	Inclusion and exclusion criteria
6.3.1	Emergency hormonal contraception
	a) RBC is commissioning and funding the provision of an emergency hormonal contraception scheme for the benefit of residents of Rochdale borough. The service is open access and may be provided to people regardless of their area of residence attending the pharmacy.
	b) The Contractor is responsible for ensuring that emergency hormonal contraception is issued supplied in accordance with the inclusion and exclusion criteria detailed in the Patient Group Direction(s).
6.4	Referral sources and processes
	a) The Contractor is required to accept self-referrals and referrals from other healthcare professionals.
	b) The Contractor is required to signpost or refer clients to other relevant services, as and when required – e.g. sexual and reproductive health services, including supporting online booking if necessary.
6.5	Additional Services
6.5.1	Pregnancy Testing
	If the person is suspected to be or there is a risk that they are pregnant, a pregnancy test should be provided prior to administering emergency contraception. The commissioner will reimburse the contractor for this test as described in this specification.

7. Clinical Governance and Operation	
7.1	Clinical Governance
7.1.1	General Requirements
	The Contractor is required to ensure compliance with the requirements for clinical governance set out in The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 including to:
	a) Design and implement a clinical effectiveness programme
	b) Design and implement a risk management programme – to include:
	i) Dispensing drugs and appliances
	ii) Procurement, storage and handling of stock
	iii) Maintenance of equipment
	iv) Processes for reporting incidents
	c) Design and implement a clinical audit programme
	d) Design and implement an information governance programme – to include:
	i) Ensuring that data and personal information is collected and recorded in accordance with the approved particulars for information management
	e) Design and implement a staffing / staff management programme – to include:
	i) Ensuring that all members of staff (and locums) involved in the operation of the emergency hormonal contraception scheme are competent and have the relevant qualifications and accreditations.
	ii) Ensuring that members of staff (and locums, if appropriate) can obtain training and undertake continuing professional development.
	f) Support events/activity using promotional materials where these are available to raise awareness of sexual health trends/programmes and – to include:
	i) Promotion of emergency contraception scheme
	ii) Implementation of processes to collect and respond to feedback or complaints
	g) Design and implement a premises improvement programme – to include:
	i) Ensuring the premises are maintained in accordance with the approved particulars for premises.
7.1.2	The Contractor is required to have a clinical governance lead for the pharmacy.
7.2	Clinical skills and competencies
7.2.1	The Contractor is required to ensure that all pharmacists involved in the provision of emergency hormonal contraception have:
	a) Relevant qualifications, registrations and / or accreditations
	b) Completed relevant learning – for example:
	<i>CPPE emergency hormonal contraception module</i>
	<i>CPPE safeguarding children and vulnerable adults e-learning module</i>
	<i>CPPE PGD e-learning module</i>
	c) Self-assessed their knowledge, understanding, skills and confidence, and have self-declared their competence to issue and supply emergency hormonal contraception in line with the relevant PGDs:
	i) Pharmacists are required to complete the CPPE declaration of competence form for emergency contraception prior to offering this provision for the first time.
	ii) Pharmacists are required to renew their personal declaration of competence at no more than three year intervals and in the event of changes to the PGD.
7.2.2	The Contractor is required to ensure that all pharmacists (including locums) have completed and signed the relevant declaration of competence statement. This should be available for evidence via the Pharmoutcomes system and made available to the commissioner on request.
7.2.3	The Contractor is required to ensure that all pharmacists have signed the PGD's and that copies are kept on file.

7.2.4	The Contractor is required to ensure that each pharmacist has had a Disclosure and Barring Service (DBS) enhanced check. DBS checks should be renewed on a periodic basis in line with best practice guidance.
7.2.5	The Pharmoutcomes online consultation form, for the supply and administration of Emergency Contraception, must be completed at each consultation and securely kept.
7.3	Care Pathway and Protocols
7.3.1	The Contractor is required to discuss the benefits of using a regular method of contraception with all clients attending for emergency contraception and signpost to other services as follows (see Section 15 for more information on local and national services):
	i) Clients should be signposted to their GP for routine prescribing of contraceptive pills or the contraceptive injection. Some GPs may also prescribe and insert contraceptive implants, intrauterine systems (IUSs) / intrauterine devices (IUDs) - coils.
	ii) Clients can be signposted to a sexual and reproductive health clinic to obtain other methods of contraception – e.g. contraceptive implant or coil.
	iii) Clients can be signposted to sexual and reproductive health services in any area for sexually transmitted infection advice, testing or treatment.
	iv) Clients at risk of HIV can be signposted to order a self-sampling kit online at https://freetesting.hiv/ or can receive testing at any sexual and reproductive health service clinic, some GPs and some pharmacies.
	iv) Clients at risk of or living with HIV in Greater Manchester should be signposted to PaSH (Passionate about Sexual Health) for advice and support for them and their families.
7.3.2	The Contractor will signpost or refer clients who need or could benefit from an emergency intrauterine device (IUD) to a sexual and reproductive health clinic.
7.4	Clinical Incidents and reporting
7.4.1	Pharmacies have a legal obligation to use an approved incident reporting system . Contractors should record, report, and respond to incidents in a manner that complies with the requirements set out in the approved particulars including but not limited to:
	i) Maintaining a patient safety incident log
	ii) Reporting patient safety incidents to the National Patient Safety Agency (NPSA) , via the National Reporting and Learning Service (NRLS)
7.4.2	The Contractor is required, as part of this contract, to inform the Commissioner at RBC of any and all incidents relating to the provision of EHC provision.
7.5	Infection Control
	The Contractor will maintain their premises to a high standard of cleanliness in order to minimise the risk of healthcare acquired infection for staff and customers.
7.6	Disposal of Waste
	The Contractor is required to dispose of clinical and other waste in a safe and lawful manner.
8. Information Governance	
8.1	General requirements
8.1.1	The Contractor must be compliant with the requirements set out in the Data Security and Protection Toolkit.
8.1.2	The Contractor is required to have an appropriate range of policies, procedures and processes, to secure and protect the personal information of clients in line with the requirements of the law.
8.1.3	The Contractor must ensure that all members of staff (including locums) are aware of their responsibilities in relation to the protection of personal information.
8.2	Confidentiality
8.2.1	The Contractor is required to have a confidentially code of conduct (or similar).
8.2.2	The Contractor is required to ensure that consultations occur in a designated room or area. The room or area should allow for the conversation between the pharmacist and the client to remain confidential.
8.2.3	The Contractor is required to ensure that all members of staff (and locums) know and understand their responsibilities in relation to maintaining confidentiality and are able to explain the code of conduct (or similar) to clients.

8.3	Recording
	The Contractor must use Pharmoutcomes to keep a record of who has accessed the service.
9. Safeguarding	
9.1	General Requirements
9.1.1	The Contractor is required to develop, adopt and implement policies and procedures for safeguarding children and adults at risk these must be aligned to the Greater Manchester Safeguarding Policies and Procedures for Children and the Rochdale Safeguarding Adult Board Policies and Procedures which are both accessible via the Rochdale safeguarding website .
9.1.2	The Contractor is required to ensure that all members of staff (including locums) are aware of their safeguarding duties and responsibilities. All staff should be compliant with Safeguarding Training as per the Intercollegiate Documents for Children, Adults and Looked After Children.
9.2	Child Sexual Exploitation
9.2.1	The sexual exploitation of children and young people under 18 involves exploitative situations, contexts and relationships where young people (or a third person or persons) receive 'something' (e.g. food, accommodation, drugs, alcohol, cigarettes, affection, gifts, money) as a result of performing, and/or others performing on them, sexual activities.
9.2.2	In all cases those exploiting the child/young person have power over them by virtue of their age, gender, intellect, physical strength and/or economic or other resources.
9.2.3	In order to improve the effectiveness of safeguarding and protecting children and young people from this form of abuse the Contractor is expected to incorporate a prompt within assessment processes to effectively allow the opportunity for disclosure if appropriate/relevant. In this event the Contractor will be required to follow the Greater Manchester Safeguarding Policies and Procedures (Tri X) procedures and protocols and make appropriate referrals.
9.3	Patient Safety Incident Response Framework
	Patient Safety Incident Response Framework - The Provider must adhere to the framework as a key part of the NHS patient Safety Strategy (2019). All queries and concerns must be sent to gmicb-hmr.quality@nhs.net .
10. Premises	
10.1	General Requirements
10.1.1	RBC notes that the Contractor has a legal requirement to develop and implement a premises standards programme. NHS England requires contractors to ensure that their programme sets out how the approved particulars will be implemented.
10.1.2	The Contractor is required to have a confidential consultation room (or area) and this should be used for consultations for emergency contraception. It must:
	i) Ensure that there is sufficient space for customers, patients and staff members;
	ii) Be kept clean and in good repair.
	iii) Be laid out and organised so that, once a consultation has commenced and is in progress, other members of staff (or customers) cannot interrupt the consultation or enter the room / area without permission.
	iv) Not be used for storage of stock (other than stock that could be used or supplied during a consultation).
11. Partnerships Working and Relationships	
11.1	Relationship with other services
	The Contractor is required to develop and maintain links with other relevant services including:
	i) HCRG Care Group Sexual Health and Contraception Service which is responsible for offering clinical advice about contraception and emergency contraception. It should be

	noted that residents can attend any sexual and reproductive health service in England free of charge.												
	ii) Young People’s Services are also delivered by HCRG Care Group in the borough												
	iii) GP practices												
	iv) PaSH Service - HIV prevention, care and support in Greater Manchester												
	iv) Other pharmacies												
11.2	Interdependencies												
	i) Medicines management (CSU) is responsible for authorising and issuing Patient Group Directions on behalf of RBC.												
	ii) RBC require our contractors to use PharmOutcomes to record consultations, monitor activity and process invoices.												
	The Centre for Pharmacy Postgraduate Education (CPPE) offers e-learning for pharmacists and technicians involved in the provision of emergency hormonal contraception and operates the Declaration of Competence scheme.												
11.3	Condoms and Lubrication												
	Condoms prevent unplanned pregnancies and offer effective protection against most STIs including Chlamydia, Gonorrhoea, and HIV. Condom distribution within pharmacy plays a key role in promoting use and removing barriers to access.												
	Pharmacies commissioned to provide EHC will be supplied with condom packs, via the integrated sexual health service, which can be offered during EHC consultation. If a service user takes up the offer of a free condom & lube pack this will be recorded (tick box) on the PharmOutcomes EHC template.												
	A choice of condom & lube packs will be available to offer including regular, non-latex and king size. The service user should be asked about their pack preference before distributing. In addition, the packs will contain information which signposts to local sexual health services via www.thesexualhealthhub.co.uk website.												
	The email address for supply of condoms is vcl.orbishyp@nhs.net (subject header: Pharmacy Condoms).												
12. Performance and Outcomes													
12.1	Outcomes Monitoring												
	RBC anticipates that provision of the emergency hormonal contraception scheme will contribute to achieving the following outcomes which are regularly monitored:												
	<table border="1"> <thead> <tr> <th></th> <th>Outcome</th> <th>Indicators</th> <th>Source</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Reduction in the number of unintended conceptions</td> <td>Rate and number of abortions Rate and number of second or subsequent abortions</td> <td>DH Abortion Statistics</td> </tr> <tr> <td>2</td> <td>Reduction in the number of under-18 conceptions</td> <td>Number and rate of under-18 conceptions</td> <td>ONS Conception Statistics</td> </tr> </tbody> </table>		Outcome	Indicators	Source	1	Reduction in the number of unintended conceptions	Rate and number of abortions Rate and number of second or subsequent abortions	DH Abortion Statistics	2	Reduction in the number of under-18 conceptions	Number and rate of under-18 conceptions	ONS Conception Statistics
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2	Reduction in the number of under-18 conceptions	Number and rate of under-18 conceptions	ONS Conception Statistics										
12.2	Service Monitoring												
12.2.1	RBC requires the Contractor to record all consultations using PharmOutcomes and also to submit invoices via this method.												
12.2.2	RBC will use the data for the purposes of monitoring provision, audit and for post-payment verification.												
	<table border="1"> <thead> <tr> <th></th> <th>Indicator</th> <th>Source</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Indicator	Source	Frequency								
	Indicator	Source	Frequency										

	1	Number of consultations for emergency contraception	Pharmoutcomes	Commissioners will extract from Pharmoutcomes on a quarterly basis												
	2	Number of clients issued and supplied with emergency contraceptive pills	Pharmoutcomes	Commissioners will extract from Pharmoutcomes on a quarterly basis												
12.3	Contract monitoring and compliance															
12.3.1	NHS England is responsible for monitoring compliance with the NHS Community Pharmacy Contractual Framework.															
12.3.2	RBC will monitor compliance with the terms and conditions set out in this contract and may make arrangements following prior notice, for visits to contractors when appropriate.															
12.4	Complaints, compliments and suggestions															
12.4.1	The Contractor is required to have a process for receiving, reviewing, and responding to complaints and suggestions.															
12.4.2	The Contractor will inform the Commissioner in the event that a complaint is received about the emergency hormonal contraception scheme.															
13. Remuneration																
13.1	Fees															
	RBC has set the following fees:															
	<table border="1"> <thead> <tr> <th colspan="2">Emergency Hormonal Contraception (EHC)</th> </tr> <tr> <th>Activity</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Consultation and advice consistent with protocol and PGD</td> <td>£15.00</td> </tr> <tr> <td>Pregnancy Test</td> <td>£5.95</td> </tr> <tr> <td>Reimbursement of Levonorgestrel 1.5mg</td> <td>£5.20</td> </tr> <tr> <td>Reimbursement of Ulipristal 30mg</td> <td>£14.75</td> </tr> </tbody> </table>				Emergency Hormonal Contraception (EHC)		Activity	Cost	Consultation and advice consistent with protocol and PGD	£15.00	Pregnancy Test	£5.95	Reimbursement of Levonorgestrel 1.5mg	£5.20	Reimbursement of Ulipristal 30mg	£14.75
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Reimbursement of Ulipristal 30mg	£14.75															
13.1.2	RBC reserves the right to revise fees in consultation with the LPC															
13.1.3	Invoices are submitted via Pharmoutcomes															
13.1.4	All Contractors must where possible record activity 'live' on Pharmoutcomes during the intervention with patients. If Contractors try to complete interventions retrospectively they may not have asked all of the questions necessary at the time of the intervention to complete the web form correctly. Furthermore, there is a pathway within Pharmoutcomes that guides the Contractor and the patient together, through the service. This includes safeguarding assessments and clinical decision points that ensure the best service for the patient and the right signposting and dispensing of medication (if appropriate).															
13.2	Volume															
	RBC is not setting a minimum or maximum number of consultations. However, the Commissioner reserves the right to limit or suspend the service on a temporary basis in the event that demand for provision exceeds the available budget.															
14. Guidelines and Resources																
14.1	National Guidelines															

14.1.1	General
	Department of Health (2013) ' A Framework for Sexual Health Improvement in England '
	Department of Health (2013) ' Sexual Health Clinical Governance '
14.1.2	Emergency Contraception
	Faculty of Sexual and Reproductive Health (2020) ' Clinical Guidance: Emergency Contraception '
14.2	National resources
14.2.1	National Sexual Health Information Line
	Members of the public can call the National Sexual Health Helpline on 0300 123 7123 between 9am and 8pm, Monday to Friday and Saturday and Sunday 11am to 4pm.
14.2.2	Sexwise
	Members of the public can visit Sexwise for information and advice about contraception and sexual health.
14.2.3	FPA Professional
	FPA offer membership to professionals who offer sexual and reproductive health services
14.3	Local Guidelines
14.3.1	HCRG Sexual Health Service

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes- Not applicable

This Schedule will be applicable, and should be included in full (with these italicised guidance notes deleted), where the Provider has a role in delivering the Enhanced Health in Care Homes care model (see <https://www.england.nhs.uk/publication/enhanced-health-in-care-homes-framework/>) in collaboration with local PCNs. (Under SC4.2 this Schedule is potentially relevant to providers of community and mental health services.) If the Provider is not to have such a role, delete the text below and these italicised guidance notes and insert Not Applicable.

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.

1.0 Enhanced Health in Care Homes Requirements	
1.1 Primary Care Networks and other providers with which the Provider must co-operate	
[] PCN (acting through lead practice []/other)	
[] PCN (acting through lead practice []/other)	
[other providers]	
1.2 Indicative requirements	
Have in place a list of the care homes for which it is to have responsibility, agreed with the relevant ICB as applicable.	YES
Have in place a plan for how the service will operate, agreed with the relevant ICB(s) as applicable, PCN(s), care homes and other providers [listed above], and abide on an ongoing basis by its responsibilities under this plan.	YES
Have in place and maintain in operation in agreement with the relevant PCN(s) and other providers [listed above] a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Have in place and maintain in operation protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.	YES
Participate in and support 'home rounds' as agreed with the PCN as part of an MDT.	YES/NO

<p>Operate, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a Personalised Care and Support Plan with people living in care homes, with the expectation that all Personalised Care and Support Plans will be in digital form.</p> <p>Through these arrangements, the MDT will:</p> <ul style="list-style-type: none"> • aim for the plan to be developed and agreed with each new resident within seven Operational Days of admission to the home and within seven Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale); • develop plans with the person and/or their carer; • base plans on the principles and domains of a comprehensive geriatric assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate; • draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and • make all reasonable efforts to support delivery of the plan. 	<p>YES/NO</p>
<p>Work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.</p>	<p>YES/NO</p>
<p>Work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27 (https://www.nice.org.uk/guidance/ng27).</p>	<p>YES/NO</p>
<p>1.3 Specific obligations <i>[To include details of care homes to be served]</i></p>	

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

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

Not applicable

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

Not applicable

J. Transfer of and Discharge from Care Protocols

Insert text locally as required or state Not applicable

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Taken from Service Specification

Safeguarding General Requirements

The Contractor is required to develop, adopt and implement policies and procedures for safeguarding children and adults at risk these must be aligned to the Greater Manchester Safeguarding Policies and Procedures for Children and the Rochdale Safeguarding Adult Board Policies and Procedures which are both accessible via the [Rochdale safeguarding](#) website.

The Contractor is required to ensure that all members of staff are aware of their safeguarding duties and responsibilities.

Patient Safety Incident Response Framework - The Provider must adhere to the framework as a key part of the NHS patient Safety Strategy (2019). All queries and concerns must be sent to gmicb-hmr.quality@nhs.net.

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Insert template; delete the italicised guidance notes below; insert any additional text and/or attach spreadsheets or documents locally or state Not Applicable

See Service Specification

C. Local Prices

Delete the italicised guidance notes below; insert text and/or attach spreadsheets or documents locally

See Service Specification

SCHEDULE 3 – PAYMENT

D. Expected Annual Contract Values

Delete the italicised guidance notes below; state Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required) or state Not Applicable

(See SC36.10-11: specify the proportion of the Expected Annual Contract Value to be invoiced each month, if that is to be anything other than one twelfth of the Expected Annual Contract Value.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at <https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/>.)

Not applicable

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

	Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
1	Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years or state Not Applicable			See Service Specification
2				
3				
4				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements- Not applicable, please see Service Specification

		Reporting Period	Format of Report	Timing and Method for delivery of Report
	National Requirements Reported Centrally			
1	As specified in the Schedule of Approved Collections published 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 SC36.12</i>)	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
2	Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
3	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
4	Summary report setting out relevant information on Patient Safety Incidents and the progress of and outcomes from investigations into such Incidents, as agreed with the Co-ordinating Commissioner	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
	Local Requirements Reported Locally			
1	Insert as agreed locally			The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement- Not applicable

Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting 'Schedule 6E Provider Data Processing Agreement' available via <http://www.england.nhs.uk/nhs-standard-contract/>).

If the Provider is not to act as a Data Processor, state Not Applicable

SCHEDULE 7 – PENSIONS- Not applicable

Insert text locally (from 'NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance' <http://www.england.nhs.uk/nhs-standard-contract/>) or state Not Applicable

SCHEDULE 8 – TUPE*- Not applicable

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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This publication can be made available in a number of alternative formats on request

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