NHS Standard Contract 2017 and 2018/19
Particulars (Shorter Form)
May 2018 edition

Contract Reference: MM-13
Service: Isle of Wight Community Pharmacy
Service Category: Community Services (CS)
NHS Standard Contract
2017/18 and 2018/19
Particulars (Shorter Form) (updated November 2018)
May 2018 edition

First published: November 2016
Republished: January 2018
Republished: May 2018

Prepared by: NHS Standard Contract Team
nhscb.contractshelp@nhs.net

Publications Gateway Reference: 07987
Document Classification: Official
<table>
<thead>
<tr>
<th>Contract Reference</th>
<th>MM-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF CONTRACT</td>
<td>1 April 2018</td>
</tr>
<tr>
<td>SERVICE COMMENCEMENT DATE</td>
<td>1 April 2018</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>2 years commencing 1 April 2018</td>
</tr>
<tr>
<td>COMMISSIONERS</td>
<td>NHS Isle of Wight Clinical Commissioning Group (ODS 10L)</td>
</tr>
<tr>
<td>CO-ORDINATING Commissioner</td>
<td>NHS Isle of Wight Clinical Commissioning Group (ODS 10L)</td>
</tr>
<tr>
<td></td>
<td>Tracy Savage Network Director and Head of Primary Care and Medicines Optimisation</td>
</tr>
<tr>
<td>PROVIDER</td>
<td></td>
</tr>
</tbody>
</table>
CONTENTS

PARTICULARS

SCHEDULES

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM
(Schedule 1B Intentionally Omitted)
   A. Conditions Precedent
   C. Extension of Contract Term

SCHEDULE 2 – THE SERVICES
(Schedule 2C, 2E, 2F, 2H, 2I, 2L Intentionally Omitted)
   A. Service Specifications
   B. Indicative Activity Plan
   D. Essential Services
   G. Other Local Agreements, Policies and Procedures
   J. Transfer of and Discharge from Care Protocols
   K. Safeguarding Policies and Mental Capacity Act Policies

SCHEDULE 3 – PAYMENT
(Schedule 3D, 3E, 3G Intentionally Omitted)
   A. Local Prices
   C. Local Modifications
   F. Expected Annual Contract Values

SCHEDULE 4 – QUALITY REQUIREMENTS
(Schedules 4B, 4E – 4G Intentionally Omitted)
   A. Operational Standards and National Quality Requirements
   C. Local Quality Requirements
   D. Commissioning for Quality and Innovation (CQUIN)

SCHEDULE 5 – INTENTIONALLY OMITTED

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS
(Schedules 6B, 6D, 6E Intentionally Omitted)
   A. Reporting Requirements
   C. Incidents Requiring Reporting Procedure
   F. Provider Data Processing Agreement

SCHEDULE 7 – PENSIONS

SCHEDULE 8 – TUPE
SERVICE CONDITIONS

(Service Conditions 7, 9, 14, 18-20, 22, 26-27, 31 intentionally omitted)

SC1 Compliance with the Law and the NHS Constitution
SC2 Regulatory Requirements
SC3 Service Standards
SC4 Co-operation
SC5 Commissioner Requested Services/Essential Services
SC6 Choice, Referrals and Booking
SC8 Making Every Contact Count and Self Care
SC10 Personalised Care Planning and Shared Decision Making
SC11 Transfer of and Discharge from Care
SC12 Communicating With and Involving Service Users, Public and Staff
SC13 Equity of Access, Equality and Non-Discrimination
SC15 Urgent Access to Mental Health Care
SC16 Complaints
SC17 Services Environment and Equipment
SC21 Antimicrobial Resistance and Healthcare Associated Infections
SC23 Service User Health Records
SC24 NHS Counter-Fraud and Security Management
SC25 Procedures and Protocols
SC28 Information Requirements
SC29 Managing Activity and Referrals
SC30 Emergency Preparedness, Resilience and Response
SC32 Safeguarding and Mental Capacity
SC33 Incidents Requiring Reporting
SC34 Care of Dying People
SC35 Duty of Candour
SC36 Payment Terms
SC37 Local Quality Requirements and Quality Incentive Schemes
SC38 Commissioning for Quality and Innovation (CQUIN)

GENERAL CONDITIONS

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

GC1 Definitions and Interpretation
GC2 Effective Date and Duration
GC3 Service Commencement
GC4 Transition Period
GC5 Staff
GC8 Review
GC9 Contract Management
GC10 Coordinating Commissioner and Representatives
GC11 Liability and Indemnity
GC12 Assignment and Sub-Contracting
GC13 Variations
GC14 Dispute Resolution
GC15  Governance, Transaction Records and Audit  
GC16  Suspension  
GC17  Termination  
GC18  Consequence of Expiry or Termination  
GC19  Provisions Surviving Termination  
GC20  Confidential Information of the Parties  
GC21  Patient Confidentiality, Data Protection, Freedom of Information and Transparency  
GC22  Intellectual Property  
GC23  NHS Identity, Marketing and Promotion  
GC24  Change in Control  
GC25  Warranties  
GC26  Prohibited Acts  
GC27  Conflicts of Interest and Transparency on Gifts and Hospitality  
GC28  Force Majeure  
GC29  Third Party Rights  
GC30  Entire Contract  
GC31  Severability  
GC32  Waiver  
GC33  Remedies  
GC36  Notices  
GC37  Costs and Expenses  
GC38  Counterparts  
GC39  Governing Law and Jurisdiction

**Definitions and Interpretation**
CONTRACT

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

1. the 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

Jane Cole

Interim Managing Director

For and on behalf of

NHS ISLE OF WIGHT
CLINICAL COMMISSIONING GROUP

[INSERT AS ABOVE FOR EACH COMMISSIONER]
## SERVICE COMMENCEMENT AND CONTRACT TERM

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>1 April 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Service Commencement Date</td>
<td>1 April 2018</td>
</tr>
<tr>
<td>Longstop Date</td>
<td>30 June 2019</td>
</tr>
<tr>
<td>Service Commencement Date</td>
<td>1 April 2018</td>
</tr>
<tr>
<td>Contract Term</td>
<td>2 years</td>
</tr>
<tr>
<td>Option to extend Contract Term</td>
<td>Yes</td>
</tr>
<tr>
<td>Notice Period (for termination under GC17.2)</td>
<td>12 months or shorter notice period by mutual agreement</td>
</tr>
</tbody>
</table>

## SERVICES

**Service Categories**

- Indicate all that apply

<table>
<thead>
<tr>
<th>Service Categories</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuing Healthcare Services (CHC)</td>
<td></td>
</tr>
<tr>
<td>Community Services (CS)</td>
<td>✓</td>
</tr>
<tr>
<td>Diagnostic, Screening and/or Pathology Services (D)</td>
<td></td>
</tr>
<tr>
<td>End of Life Care Services (ELC)</td>
<td></td>
</tr>
<tr>
<td>Mental Health and Learning Disability Services (MH)</td>
<td></td>
</tr>
<tr>
<td>Patient Transport Services (PT)</td>
<td></td>
</tr>
</tbody>
</table>

## Service Requirements

<table>
<thead>
<tr>
<th>Essential Services (NHS Trusts only)</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Provider acting as a Data Processor in order to deliver the Services?</td>
<td>NO</td>
</tr>
</tbody>
</table>

## PAYMENT

<table>
<thead>
<tr>
<th>National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Prices Apply to some or all Services</td>
<td>YES</td>
</tr>
<tr>
<td>Expected Annual Contract Value Agreed</td>
<td>NO</td>
</tr>
<tr>
<td>GOVERNANCE AND REGULATORY</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--</td>
</tr>
<tr>
<td>Provider’s Nominated Individual</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Information Governance Lead</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Data Protection Officer (if required by Data Protection Legislation)</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Caldicott Guardian</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Senior Information Risk Owner</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Accountable Emergency Officer</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Safeguarding Lead</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Child Sexual Abuse and Exploitation Lead</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Mental Capacity and Deprivation of Liberty Lead</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
<tr>
<td>Provider’s Freedom To Speak Up Guardian(s)</td>
<td></td>
</tr>
<tr>
<td>Email: [ ]</td>
<td></td>
</tr>
<tr>
<td>Tel: [ ]</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT MANAGEMENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Addresses for service of Notices</td>
<td>Commissioner:</td>
</tr>
<tr>
<td></td>
<td>Jane Cole</td>
</tr>
<tr>
<td></td>
<td>Interim Managing Director</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>NHS Isle of Wight</td>
</tr>
<tr>
<td></td>
<td>Clinical Commissioning Group</td>
</tr>
<tr>
<td></td>
<td>Building A, The Apex</td>
</tr>
<tr>
<td></td>
<td>St Cross Business Park</td>
</tr>
<tr>
<td></td>
<td>Newport</td>
</tr>
<tr>
<td></td>
<td>Isle of Wight</td>
</tr>
<tr>
<td></td>
<td>PO30 5XW</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:Jane.Cole8@nhs.net">Jane.Cole8@nhs.net</a></td>
</tr>
<tr>
<td></td>
<td>Tel: 01983 822099 ext. 3088</td>
</tr>
</tbody>
</table>
**Commissioner Representative(s)**  
Tracy Savage  
Network Director and Head of Primary Care and Medicines Optimisation  
Address:  
NHS Isle of Wight Clinical Commissioning Group  
Building A, The Apex  
St Cross Business Park  
Newport  
Isle of Wight  
PO30 5XW  
Email: Tracy.Savage@nhs.net  
Tel: 01983 822099 ext 3337

**Provider Representative**

---

**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 by the Longstop Date of 30 June 2019:

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of a current Pharmaceutical NHS Contract

**C. Extension of Contract Term**

Yes – 1 Year
SCHEDULE 2 – THE SERVICES

A. Service Specifications

<table>
<thead>
<tr>
<th>Service Specification No.</th>
<th>003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Just In Case/Palliative Care</td>
</tr>
</tbody>
</table>
| Commissioner Lead         | Tracy Savage  
Network Director and Head of Primary Care and Medicines Optimisation |
| Provider Lead             | |
| Period                    | 1 April 2018 – 31 March 2020 |
| Date of Review            | Annually (or as determined by the Commissioner) |

1. Population Needs

1.1 National/local context and evidence base
The Isle of Wight Clinical commissioning Group (CCG), under the pharmaceutical services (advanced and enhanced services) (England) Directions 2005 as amended, authorises the following pharmaceutical service from pharmacists included in its pharmaceutical list for the pharmacist to provide an on-demand availability of specialist drugs intended for use in Palliative Care and Just in Case Medicines to persons within its area or visiting the area under direction from palliative Care Consultant or local General Practitioner.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

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

2.2 Local defined outcomes
The effective management of pain and other symptoms is an essential element of palliative care. Currently the Gold Standard Framework has been adopted by the majority of GP practices on the Isle of Wight. This means that people with palliative care needs and those that in the last weeks of their life will receive care that is standardised and based on best practice. Poor access to appropriate medication, particularly in relation to the management of pain, is a key factor that has had a negative impact on palliative care patients and their families and this service is to improve access to palliative care drugs during pharmacy opening hours.

3. Scope

3.1 Aims and objectives of service
This service is to improve access to palliative care drugs during pharmacy opening hours. Palliative care patients often experience new or worsening symptoms outside of doctors’ normal working hours. Poor access to appropriate medication, particularly, in relation to the management of pain is a key factor that has had a negative impact on palliative care patients and their families.

- To improve access to palliative care drugs during Pharmacy opening hours
- To improve the care of patients in their homes during the final stages of life through the integration of community pharmacy into their care pathway when appropriate
- To avoid unnecessary distress caused by inadequate access to medicines during the out of hours period
- Just in case service role is to optimise the quality of service delivery for palliative care patients and their carers

3.2 Service description/care pathway
The pharmacy will meet the staff training and quality assurance measures (SOPs and audit) and stock the following supply of palliative care drugs, to ensure continuity of stock holding in the community:

- The pharmacy will stock all drugs detailed on the Palliative Care drugs list compiled by the CCG and re-order if dispensed.
- In the event of supply issues, the Medicines Optimisation Team at the CCG should be informed enabling the issue to be cascaded to relevant parties.
- When drugs held in stock expire stock should be replenished as soon as possible and a quarterly claim can be made by the Pharmacy to the CCG via PharmOutcomes to cover the cost and replacement of these drugs.
- Pharmacies accept patient returns of palliative care medicines for safe disposal and destruction.
- The pharmacy will provide a quarterly palliative care audit to the CCG via PharmOutcomes to demonstrate:
  - staff training
  - SOPs
  - stock holding.

Access route to this service through presentation of an appropriate FP10.

Dr Paul Howard, has up-dated the on-line palliative symptom control guidelines for IoW. A hyperlinked PDF is available from https://www.mountbatten.org.uk/information-for-health-professionals

Palliative Care Medicines to be held in stock:

<table>
<thead>
<tr>
<th>Preparation</th>
<th>Category</th>
<th>Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cyclizine (50mg/1ml) Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Dexamethasone (3.3mg/1ml) Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Fentanyl (100 micrograms/2ml) Ampoules</td>
<td>CD2</td>
<td>10 amps</td>
</tr>
<tr>
<td>Haloperidol 5mg/1ml Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Hyoscine butylbromide 20mg/1ml Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Levomepromazine (25mg/1ml) Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Lorazepam 1mg tablets (rapidly dispersible – e.g. Thornton &amp; Ross or Genus brands)</td>
<td>POM</td>
<td>28 tabs</td>
</tr>
<tr>
<td>Metoclopramine (10mg/2ml) Ampoules</td>
<td>POM</td>
<td>10 amps</td>
</tr>
<tr>
<td>Midazolam (10mg/2ml) Ampoules</td>
<td>CD3</td>
<td>10 amps</td>
</tr>
<tr>
<td>Morphine Sulphate (10mg/1ml) Ampoules</td>
<td>CD2</td>
<td>10 amps</td>
</tr>
<tr>
<td>Morphine Sulphate (30mg/1ml) Ampoules</td>
<td>CD2</td>
<td>10 amps</td>
</tr>
<tr>
<td>Oramorph 10mg/5ml Oral Solution (one 300ml bottle)</td>
<td>CD5</td>
<td>1X300ml</td>
</tr>
<tr>
<td>Oxycodone (10mg/1ml) Ampoules</td>
<td>CD2</td>
<td>10 amps</td>
</tr>
<tr>
<td>Water for Injections 20ml size Ampoules</td>
<td>POM</td>
<td>10 mps</td>
</tr>
</tbody>
</table>
Infrequently used medicines held by a locality based pharmacist

<table>
<thead>
<tr>
<th>Preparation</th>
<th>Category</th>
<th>Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methadone (10mg/1ml) Ampoules for injection</td>
<td>CD2</td>
<td></td>
</tr>
<tr>
<td>Ondansetron (4mg/2ml) Ampoules for injection</td>
<td>POM</td>
<td></td>
</tr>
<tr>
<td>Phenobarbitol (200mg/1ml) Ampoules for injection</td>
<td>CD2</td>
<td></td>
</tr>
<tr>
<td>Ranitidine (50mg/2ml) Ampoules for injection</td>
<td>POM</td>
<td></td>
</tr>
</tbody>
</table>

3.3 Population covered
The service is available to all palliative care patients in their homes during their final stages of life.

3.4 Any acceptance and exclusion criteria and thresholds
3.4.1 Inclusion Criteria
This service is available to all palliative care patients on presentation of a valid prescription during their final stages of life.

3.4.2 Exclusion Criteria
The community pharmacy “Just in Case/ Palliative Care” service only applies to patients who require this medication for palliative care.

3.5 Interdependence with other services/providers
- General Practices
- Earl Mountbatten Hospice
- Macmillan nurses and community nurses

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)
As applicable to the provision of community pharmacy services.

4.2 Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)
As applicable to the provision of community pharmacy services.

4.3 Applicable local standards
As applicable to the provision of community pharmacy services.

5. Applicable quality requirements and CQUIN goals

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

5.2 Applicable CQUIN goals (See Schedule 4D)
Reserved as not applicable under terms of the contract

6. Location of Provider Premises

The Provider's Premises are located at (please confirm inclusion).
It is expected that all community pharmacies are will provide the core list of Palliative Care medicines.
The Provider’s Premises are located at (please confirm inclusion): Extended Hours Pharmacies providing the list of infrequently prescribed Palliative Care Medicines.

Premises Requirements
Consultation Rooms:
- If a consultation room is available, consultations should take place in that room.
- If a consultation room is not available, or the patient does not wish to use the consultation room, then the pharmacist must give consideration to the part of the pharmacy used for provision of the service, which should provide a sufficient level of privacy and safety.

7. Individual Service User Placement
Not applicable

B. Indicative Activity Plan
This contract does not guarantee to the Provider any minimum or maximum levels of activity. Prices Payable will be a cost-per-unit-of activity basis.

D. Essential Services (NHS Trusts only)
Not Applicable

G. Other Local Agreements, Policies and Procedures
Palliative Care Formulary
PharmOutcomes® reporting and invoicing procedure

J. Transfer of and Discharge from Care Policies
As per service condition 11
K. Safeguarding Policies and Mental Capacity Act Policies

Providers are required to work with the appended framework and adhere to any changes to statutory guidance during this reporting period.

Providers will be required to work to the most recent legislative framework and adhere to any changes to statutory guidance during this reporting period.

Safeguarding Children

The organisation will have a safeguarding children policy in place and will work within the legislative framework for Safeguarding children:

- Children Act 1989, 2004
- Statutory guidance 'Working Together to Safeguard Children', 2018
- Modern Slavery Act 2015
- NICE guidance: When to suspect child maltreatment 2009 updated 2014
- NICE (PH50) Domestic violence and abuse: Multiagency working, 2014
- NICE (QS 116) Quality standards for domestic violence and abuse, 2016
- Care Quality Commission Regulation 13: Safeguarding service users from abuse and improper treatment

The organisation must adhere to the 4LSCB Child Protection Procedures, which are devised by and for Hampshire, Southampton, Portsmouth and the Isle of Wight. [http://4lscb.proceduresonline.com/](http://4lscb.proceduresonline.com/)

The organisation must be able to demonstrate awareness of and compliance with the UN Convention of the Rights of the Child by ensuring that all vulnerable groups are safeguarded. This will include a requirement for staff awareness and/or training regarding:

- Safeguarding children (level appropriate to role)
- Domestic Abuse/Violence
- Neglect
- Children Sexual Exploitation & Child Exploitation
- Female Genital Mutilation/Honour Based Violence
- Prevent
- Modern Slavery

Online training is available via the Local Safeguarding Children’s’ Board at [http://www.iowscb.org.uk/training](http://www.iowscb.org.uk/training)

The local procedure for advice and/or referral of any safeguarding children concerns is to refer online via: [https://forms.hants.gov.uk/en/AchieveForms/?form_uri=sandbox-publish://AF-Process-7e6115a7-b0ba-484d-991f-084c1248ac72/AF-Stage-52cf8e73-0daf-47d4-bb55-0fdad856d3e8/definition.json&redirectlink=en&cancelRedirectLink=en](https://forms.hants.gov.uk/en/AchieveForms/?form_uri=sandbox-publish://AF-Process-7e6115a7-b0ba-484d-991f-084c1248ac72/AF-Stage-52cf8e73-0daf-47d4-bb55-0fdad856d3e8/definition.json&redirectlink=en&cancelRedirectLink=en)

- Telephone the local Multi-agency Safeguarding Hub (MASH) 0300 300 0901 (MASH professionals) or 0300 555 1373


Staff should access training and be competent in line with their roles and responsibilities and in line with:

- Safeguarding Children and Young People: Roles and Competencies for Healthcare Staff, Intercollegiate Document 2019

- Looked After Children: Knowledge, skills and competencies of healthcare staff, Intercollegiate Framework, 2015
  [https://www.rcpch.ac.uk/sites/default/files/Looked_after_children_Knowledge_skills_and_competence_of_healthcare_staff.pdf](https://www.rcpch.ac.uk/sites/default/files/Looked_after_children_Knowledge_skills_and_competence_of_healthcare_staff.pdf)
Safeguarding Adults
The organisation will have a safeguarding adults policy in place and will work within the legislative framework for safeguarding adults:

- The Care Act, 2014
- The Mental Health Act, 1983
- The Mental Capacity Act, 2005 (currently under review)
- Deprivation of Liberty Safeguards, 2009 (currently under review)
- Modern Slavery Act 2015
- Care Quality Commission Care Quality Commission Regulation 13: Safeguarding service users from abuse and improper treatment
- NICE (PH50) Domestic violence and abuse: Multiagency working, 2014
- NICE (QS 116) Quality standards for domestic violence and abuse, 2016
- Safeguarding children and young people whose parents/carers have problems with:
  - Mental health, substance misuse, learning disability and emotional or psychological distress. 2017
  - Deprivation of Liberty Safeguards, 2009 (currently under review)
- Multiagency working, 2014
- NICE (QS 116) Quality standards for domestic violence and abuse, 2016
- Safeguarding adults (level appropriate to role)
- Domestic Abuse/Violence
- Self-Neglect
- Sexual Exploitation
-Female Genital Mutilation/Honour Based violence
- Prevent
- Modern Slavery
- Homelessness Act 2017

The organisation must adhere to local Hampshire, Isle of Wight, Portsmouth and Southampton Multi-agency Policy, Guidance and toolkit: http://www.hampshiresab.org.uk/professionals-area/hampshire_4lsab_multiagency_safeguarding_adults_policy_guidance

The organisation must be able to demonstrate awareness of and compliance with the relevant national legislation and guidance, which will include a requirement for staff awareness and/or training regarding:

- Safeguarding adults (level appropriate to role)
- Domestic Abuse/Violence
- Self-Neglect
- Sexual Exploitation
- Female Genital Mutilation/Honour Based violence
- Prevent
- Modern Slavery
- Homelessness Act 2017

Online training is available via the Local Safeguarding Adults Board at:
http://www.iowscb.org.uk/training

The local procedure for advice and/or referral of any safeguarding adult concerns:

- Telephone 01983 814980
- Email: abusereporting@iow.gov.uk

https://www.iwight.com/Residents/Care-Support-and-Housing/Adults-Services/Keeping-Adults-Safe/SendMessage

Staff should access training and be competent in line with their roles and responsibilities and in line with:

- Adult Safeguarding: Roles and Competencies for Healthcare Staff, 2018
  https://www.rcn.org.uk/professional-development/publications/pub-007069

Recruitment
The organisation can demonstrate that safe recruitment procedures are followed. This includes: Every employee’s job description since April 2012 contains a statement specific
to each individual post which reflects the role and responsibility of the individual in relation to safeguarding adults/children (This is recommended good practice from the Department of Health)

**Consent**

Organisations can demonstrate compliance with the Care Quality Commission (CQC) regulation 11, the need for consent.

**Effective interagency and multi-agency collaboration**

Multi Agency working is actively promoted including, to include contribution and participation in multi-agency audits (as appropriate) and in line with The Children Act (1989,2004) and The Care Act (2014).

**Allegations made against staff**

All staff should be aware of and compliant with requirements of them in relation to managing allegations of a safeguarding nature made against staff, whether that be against children [http://4lscb.proceduresonline.com/isle_of_wight/p_alleg_against_staff.html](http://4lscb.proceduresonline.com/isle_of_wight/p_alleg_against_staff.html) or adults [https://www.iow.gov.uk/documentlibrary/view/4lsab-allegations-management-guidance](https://www.iow.gov.uk/documentlibrary/view/4lsab-allegations-management-guidance)

**Whistleblowing**

Organisations must have procedures under which staff can raise concerns about possible abuse without themselves feeling victimised.

**Female Genital Mutilation**

Female Genital Mutilation (FGM) is illegal in England and Wales under the Female Genital Mutilation Act 2003. It is a form of child abuse and violence against women. From 31 October 2015, a mandatory reporting duty has been introduced which requires all health professionals in England and Wales to make a report to the police where, in the course of their professional duties, they either:

- Are informed by a girl under 18 that an act of FGM has been carried out on her.
- Observe physical signs which appear to show that an act of FGM has been carried out on a girl under 18 and they have no reason to believe that the act was necessary for the girl’s physical or mental health or for purposes connected with labour or birth (see section 2.1a for further information).

**Prevent**

Prevent is the preventative strand of the Government Counter Terrorism Strategy and recognises that some vulnerable groups may be susceptible to exploitation. Prevent aims to protect those who are vulnerable to exploitation from those who seek to get people to support or commit acts of violence. The Counter-Terrorism and Security Act 2015 has created a general duty on a range of organisations to prevent people being drawn into terrorism. Healthcare workers may have contact with vulnerable adults or children who could become victims of radicalisation. Vulnerable individuals who may be susceptible to radicalisation can be patients or staff. Prevent ensures that those who are at risk will receive help and support from partners best placed to meet the identified need.

| SCHEDULE 3 – PAYMENT | NHS STANDARD CONTRACT 2017/18 and 2018/19 PARTICULARS (Shorter Form) (May 2018 edition) | 17 |
A. Local Prices
Reimbursement: All reimbursements are based on DM+D with payment made in line with tariff rates. The reimbursement via PharmOutcomes is automatically updated as price changes occur. Patients who do not pay for prescriptions can be supplied medicines free of charge under these services. Patient who are not exempt may be charged a prescription fee in line with the service specifications.

<table>
<thead>
<tr>
<th>Specification Number</th>
<th>Title</th>
<th>Payment</th>
<th>Mechanism</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>Just in Case/Palliative Care Part A</td>
<td>A one-off participation payment to meet the initial set up costs of £100 (VAT exempt) plus drug costs (Claimable until 1 July 2018). The cost of the medicine supplied (medicines DM&amp;D in pence plus VAT at Std rate) will be reimbursed by the commissioner. A quarterly payment of £60 (VAT exempt) will be paid to each pharmacy participating in the service to include the cost of providing the quarterly audit and review of service. A further, quarterly payment of £60 will be paid to each pharmacy participating in the service to include the cost of providing the quarterly audit and review. The cost of the medicine expired (medicines DM&amp;D in pence plus VAT at Std rate) will be reimbursed by the commissioner.</td>
<td>One off payment claimable via Pharm Outcomes. Pharm Outcomes will generate invoices for each provider that will be emailed along with a payment summary detailing total cost of service. All audit and claims should be made quarterly. Pharm Outcomes will generate invoices for each provider that will be emailed along with a payment summary detailing total cost of service. The fees will be payable Quarterly.</td>
</tr>
<tr>
<td></td>
<td>Part B Locality Pharmacy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Payment will be reviewed and updated annually.

B. Local Variations
Not Applicable

C. Local Modifications
Not Applicable

F. Expected Annual Contract Values
No guaranteed Annual Contract value as contract is based on activity paid for against Schedule 3. A. Local Prices.
## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards and National Quality Requirements

<table>
<thead>
<tr>
<th>Ref</th>
<th>Operational Standards/National Quality Requirements</th>
<th>Threshold</th>
<th>Method of Measurement</th>
<th>Consequence of breach</th>
<th>Timing of application of consequence</th>
<th>Applicable Service Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Duty of candour</td>
<td>Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations</td>
<td>Review of Service Quality Performance Reports</td>
<td>Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate</td>
<td>Monthly</td>
<td>All</td>
</tr>
</tbody>
</table>
# SCHEDULE 4 – QUALITY REQUIREMENTS

## C. Local Quality Requirements

<table>
<thead>
<tr>
<th>Quality Requirement</th>
<th>Threshold</th>
<th>Method of Measurement</th>
<th>Consequence of breach</th>
<th>Timing of application of consequence</th>
<th>Applicable Service Specification</th>
</tr>
</thead>
</table>
| **General Training Requirements** | Annual compliance | Pharmacists involved in the provision of the services:  
• Must have relevant knowledge and registration.  
• Must be appropriately trained in the operation of the services. A record of training completed must be kept by the pharmacy.  
• PGDs accreditation must be met before provision of the service (unless a grace period specified).  
• Undertake continuing professional development (CPD) relevant to the service.  
• CPPE training must be validated by PharmOutcomes. | Annual | General Condition 9 | All |
| **Standard Operating Procedures** | Annual compliance | • Accessible copy of the Service Level Agreement.  
• Copy of the PGD(s) signed by the pharmacists and locums providing the services.  
• SOP must; define staff roles and responsibilities, reviewed annually and kept up to date, signed and dated by all staff (including locums) operating under the SOP, state the date of production and review date, include any relevant signposting information, the process for error and near miss reporting, labelling requirements - medicines (except medicines supplied under Pharmacy First) must be labelled in accordance with legal requirements and specific directions stated within the PGD, the label must state “Supplied under a Patient Group Directive” or similar and the patient information leaflet to be supplied and appropriate counselling to be given at the time of the supply. | Annual | General Condition 9 | All |
<table>
<thead>
<tr>
<th>Quality Requirement</th>
<th>Threshold</th>
<th>Method of Measurement</th>
<th>Consequence of breach</th>
<th>Timing of application of consequence</th>
<th>Applicable Service Specification</th>
</tr>
</thead>
</table>
| Quality and Audit                        | Annual compliance  | • Review standard operating procedures and the referral pathways for the service on an annual basis.  
• Comply with the commissioner request to undertake a random sample of claims for review as part of service audit.                                                                                       | Annual                | General Condition 9                  | All                              |
| Safeguarding for children (inc LAC) and adults | Annual compliance  | Pharmacists involved in the provision of the services:  
• Must have own SOPs /policies for Safeguarding.  
• Must have relevant knowledge in Safeguarding.  
• Must be appropriately trained in Safeguarding and a record of training completed must be kept by the pharmacy.                                                  | Quarterly             | General Condition 9                  | All                              |
| Complaints, Concerns and Compliments     | Annual Compliance  | Pharmacists involved in the provision of the services:  
• Must have own SOPs /policies for managing complaints and concerns  
• Must have relevant knowledge in the NHS Complaints Procedure (2009)                                                                                           | Quarterly             | General Condition 9                  | All                              |
| Incidents                                | Annual Compliance  | Pharmacists involved in the provision of the services:  
• Must have own SOPs /policies for incident reporting  
• Must have relevant knowledge in NHSE Serious Incident framework (2015)  
Must be appropriately trained in incident investigation and a record of training completed must be kept by the pharmacy.                                         | Quarterly             | General Condition 9                  | All                              |
SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

| Not Applicable |
### SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

#### A. Reporting Requirements

<table>
<thead>
<tr>
<th>National Requirements Reported Centrally</th>
<th>Reporting Period</th>
<th>Format of Report</th>
<th>Timing and Method for delivery of Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at <a href="https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections">https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections</a> where mandated for and as applicable to the Provider and the Services</td>
<td>As set out in relevant Guidance</td>
<td>As set out in relevant Guidance</td>
<td>As set out in relevant Guidance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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)</td>
<td>Quarterly</td>
<td>PharmOutcomes data entry</td>
<td>Quarterly via PharmOutcomes</td>
</tr>
<tr>
<td>2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour</td>
<td>Annually</td>
<td>No report required</td>
<td>Pharmacy responsible for own process</td>
</tr>
<tr>
<td>3. 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 NOT USED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints</td>
<td>Quarterly via e-mail to CCG</td>
<td>Pharmacy responsible for own process</td>
<td></td>
</tr>
<tr>
<td>5. Summary report of all incidents requiring reporting</td>
<td>Quarterly via e-mail to CCG</td>
<td>Pharmacy responsible for own process</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>----------------------------------------</td>
</tr>
</tbody>
</table>
| PharmOutcomes - service audit, GP notification and claim for service delivery is automated through the use of PharmOutcomes. This means that once data is entered service audit and claim is complete. This allows the pharmacist to focus on service delivery. | Timely completion of PharmOutcomes to aid decision making, GP notification and prompt payment | The provider must:  
- Complete the templates on PharmOutcomes  
- Notify the patients’ GP via “Pharm Outcomes” of the diagnosis and treatment provided and outcome of the consultation. | At the time of service provision |

* In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the Data Services for Commissioners Resources webpage: [https://www.england.nhs.uk/ourwork/tsd/data-services/](https://www.england.nhs.uk/ourwork/tsd/data-services/)
SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

<table>
<thead>
<tr>
<th>Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Pharmacy service providers will continue to report incidents and Serious Incidents Requiring Investigation to NHSE as required by their overarching pharmacy contract with NHSE; the same reporting format will be shared with IW CCG as detailed in Schedule 6 A</td>
</tr>
</tbody>
</table>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

Not Applicable

© Crown copyright 2018
First published: November 2016
Republished: January 2018
Republished: May 2018
Published in electronic format only