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

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

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<table>
<thead>
<tr>
<th>Contract Reference</th>
<th>MM-13</th>
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<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>
</tbody>
</table>
| CO-ORDINATING Commissioner | NHS Isle of Wight Clinical Commissioning Group (ODS 10L)  
Tracy Savage Network Director and Head of Primary Care and Medicines Optimisation |
| PROVIDER            | |

NHS STANDARD CONTRACT 2017/18 and 2018/19 PARTICULARS (Shorter Form) (May 2018 edition)
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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

Signature
Title
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

Signature

For and on behalf of

Title
Date
### SERVICE COMMENCEMENT AND CONTRACT TERM

<table>
<thead>
<tr>
<th><strong>Effective Date</strong></th>
<th>1 April 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expected Service Commencement Date</strong></td>
<td>1 April 2018</td>
</tr>
<tr>
<td><strong>Longstop Date</strong></td>
<td>30 June 2019</td>
</tr>
<tr>
<td><strong>Service Commencement Date</strong></td>
<td>1 April 2018</td>
</tr>
<tr>
<td><strong>Contract Term</strong></td>
<td>2 years</td>
</tr>
</tbody>
</table>

- **Option to extend Contract Term**: Yes
- **Notice Period (for termination under GC17.2)**: 12 months or shorter notice period by mutual agreement

### SERVICES

<table>
<thead>
<tr>
<th><strong>Service Categories</strong></th>
<th>Indicate all that apply</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

- **Essential Services (NHS Trusts only)**: NO
- **Is the Provider acting as a Data Processor in order to deliver the Services?**: NO

### PAYMENT

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

<table>
<thead>
<tr>
<th><strong>CONTRACT MANAGEMENT</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Addresses for service of Notices</td>
<td>Commissioner:</td>
</tr>
</tbody>
</table>
|  | Jane Cole  
|  | Interim Managing Director  
|  | Address:  
|  | NHS Isle of Wight  
|  | Clinical Commissioning Group  
|  | Building A, The Apex  
|  | St Cross Business Park  
|  | Newport  
|  | Isle of Wight  
|  | PO30 5XW  
|  | Email: Jane.Cole8@nhs.net  
|  | Tel: 01983 822099 ext. 3088 |
| 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 |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Provider Representative</td>
<td></td>
</tr>
</tbody>
</table>
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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Evidence of appropriate Indemnity Arrangements</td>
</tr>
<tr>
<td>2.</td>
<td>Evidence of a current Pharmaceutical NHS Contract</td>
</tr>
</tbody>
</table>

C. Extension of Contract Term

Yes – 1 Year
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A. Service Specifications

<table>
<thead>
<tr>
<th>Service Specification No.</th>
<th>002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Urgent Supply</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 purpose of the Community Pharmacy Urgent Supply Service is to ensure that patients can access an urgent supply of their regular prescription medicines where they are unable to obtain a prescription before they need to take their next dose. This Urgent Supply Service will allow the supply of a medicine at NHS expense, where the pharmacist deems that the patient has immediate need for the medicine.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

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

- To ensure timely access to medicines for all patient in emergency situations where it is not practicable to obtain a prescription
- To ensure equity of access to the emergency supply provision irrespective of the patients’ ability to pay.

3. Scope

3.1 Aims and objectives of service

In an emergency, a pharmacist can legally supply prescription only medicines (POMs) to a patient (who has previously been prescribed the requested POM) without a prescription at the request of a patient. During a pandemic situation, a pharmacist may make an emergency supply against a request by a patient’s representative.
3.2 **Service description/care pathway**

The Urgent Supply service covers the out-of-hours period between 18.00 on a Friday to 08.30 on a Monday and Bank Holidays.

The pharmacist may supply prescription only medicines and other medicines usually obtained on prescription by the patient from their GP to patients as appropriate. The emergency supply provisions permit the supply of sufficient quantities of most prescription only medicines for up to 30 days treatment. Exceptions apply for inhalers and creams / ointments, where a manufacturer’s pack can be supplied.

Treatment available under this service will be in line with normal NHS prescription levy and exemption rules for patients over 16 years of age.

The pharmacist will:

(a) Interview the patient to identify the medicines needed and to establish the nature of the emergency.
   - Telephone interview permitted for housebound patients
   - A parent/ guardian may make the request for a child
   - During a pandemic the patient’s representative may make the request
   - In all other cases the pharmacist must use their professional judgement, for example when receiving a request from a carer/ representative of a patient with dementia or where the patient does not have a comprehensive understanding of their medication.

(b) Examine the patient medication record to establish whether the patient’s last course of the medicine was obtained from that pharmacy against a prescription.
   - If the supplying pharmacy is not the patient’s regular pharmacy (i.e. the regular pharmacy is closed or the patient is a temporary resident), the patient would be expected to have with them some evidence of the medicine required either:
     - a recent copy of the repeat slip with repeat medicines on it or
     - a recent box of medicines which they are running out of or
     - in the case of an MDS patient, an empty MDS package.
   - This will allow the pharmacist to make sure the patient is supplied with the correct medicine at the correct dose.
   - Pharmacists must use their professional judgement to make sure that they supply the correct medication, if they are unable to ascertain exactly what is required they must not supply.

(c) If the patient’s last supply of the medicine was not supplied from that pharmacy, the pharmacist must attempt to contact the last supplying pharmacy or the prescriber, to ensure that successive supplies are not made under the emergency supply provisions.

(d) Advise the patient or his representative on the importance of ordering prescriptions in a timely manner and ensure they understand the re-ordering system used by the patients GP practice (recommend electronic batch repeats). It is important that the pharmacist ensures that the patient has a supply of all medication which they will run out of in the following 48 hours and that medication which will run out shortly after that is ordered as a matter of urgency in the normal way.

3.3 **Population covered**

The service is available to all patients in emergency situations, where it is not practicable to obtain a prescription, irrespective of the patient’s ability to pay.

3.4 **Any acceptance and exclusion criteria and thresholds**

3.4.1 Inclusion Criteria

This service is available to all eligible persons registered with a GP practice, who are on repeat medication and deemed necessary by the pharmacist to require an emergency supply.

3.4.2 Exclusion Criteria

The community pharmacy Urgent Supply Service does not include the supply of:

- Schedule 1, 2 or 3 Controlled Drugs (except phenobarbital or phenobarbital sodium for epilepsy).
- Specials or unlicensed medicines
3.5 **Interdependence with other services/providers**
- General Practices
- OOH Service
- Urgent Care Service

4. **Applicable Service Standards**

4.1 **Applicable national standards (eg 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):

<p>| | |</p>
<table>
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</table>

**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

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

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-766115a7-b0ba-484d-991f-084c1248ac72/AF-Stage-52cf8e73-0daf-47d4-bb55-0f3db865d3e6&redirectlink=en&cancelRedirectLink=en

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

More Information is available at www.iowscb.org.uk/worried-about-a-child

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


• 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

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 http://www.proceduresonline.com/4lscb/shared_content_SCB_php/shared_files/jnt_work_pr_summary.pdf

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: abuserreporting@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 or adults 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

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>002</td>
<td>Urgent Supply</td>
<td>£15 per Consultation (VAT exempt).</td>
<td>All claims should be made at the time of the service provision.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Consultation fee is inclusive of first medicine supplied to an individual patient. An additional fee of £2 will be paid for each additional item supplied.</td>
<td>PharmOutcomes will generate invoices for each provider that will be emailed along with a payment summary detailing total cost of service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The cost of the medicine supplied (medicines DM&amp;D in pence plus VAT at Std rate) will be reimbursed by the commissioner.</td>
<td>Payments made or payments due to contractors can be viewed and adjusted by the provider or commissioner from the claims tab on the tool.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A prescription charge should be collected unless the patient is exempt in accordance with the NHS charges for rugs and Appliances regulations.</td>
<td>The fees will be payable Quarterly.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any prescription charges collected from patients will be deducted from the sum payable to the pharmacy.</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>
<tbody>
<tr>
<td>Quality and Audit</td>
<td>Annual compliance</td>
<td>• Review standard operating procedures and the referral pathways for the service on an annual basis.</td>
<td></td>
<td>Annual</td>
<td>General Condition 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Comply with the commissioner request to undertake a random sample of claims for review as part of service audit.</td>
<td></td>
<td></td>
<td>All</td>
</tr>
<tr>
<td>Safeguarding for children (inc LAC) and adults</td>
<td>Annual compliance</td>
<td>Pharmacists involved in the provision of the services:</td>
<td></td>
<td>Quarterly</td>
<td>General Condition 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have own SOPs /policies for Safeguarding.</td>
<td></td>
<td></td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have relevant knowledge in Safeguarding.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must be appropriately trained in Safeguarding and a record of training completed must be kept by the pharmacy.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complaints, Concerns and Compliments</td>
<td>Annual Compliance</td>
<td>Pharmacists involved in the provision of the services:</td>
<td></td>
<td>Quarterly</td>
<td>General Condition 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have own SOPs /policies for managing complaints and concerns</td>
<td></td>
<td></td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have relevant knowledge in the NHS Complaints Procedure (2009)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incidents</td>
<td>Annual Compliance</td>
<td>Pharmacists involved in the provision of the services:</td>
<td></td>
<td>Quarterly</td>
<td>General Condition 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have own SOPs /policies for incident reporting</td>
<td></td>
<td></td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Must have relevant knowledge in NHSE Serious Incident framework (2015)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Must be appropriately trained in incident investigation and a record of training completed must be kept by the pharmacy.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

| Not Applicable |
### 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><strong>National Requirements Reported Centrally</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>National Requirements Reported Locally</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Activity and Finance Report <em>(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)</em></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>Local Requirements Reported Locally*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timely completion of PharmOutcomes to aid decision making, GP notification and prompt payment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 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/tds/data-services/](https://www.england.nhs.uk/ourwork/tds/data-services/)
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

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