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**NHS Standard Contract 2022/23**

**Particulars (Shorter Form)**

***Contract title / ref:* Guaranteed Provision of Urgent Medicines in the Community**

Prepared by: NHS Standard Contract Team, NHS England

 england.contractshelp@nhs.net

(please do not send contracts to this email address)

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|  |  |
| --- | --- |
| **Contract Reference** | **BOB ICB Urgent medicine Scheme 2022/2025** |
| **DATE OF CONTRACT** | **21st September 2022** |
| **SERVICE COMMENCEMENT DATE** | **1st October 2022** |
| **CONTRACT TERM** | **THREE (3) years commencing 1st October 2022****(as extended in accordance with Schedule 1C)** |
| **COMMISSIONERS***Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs* | **Buckinghamshire, Oxfordshire, and Berkshire West Integrated Care Board (BOB ICB)****Sandford Gate,** **East Point Business Park,** **Oxford****OX4 6LB** |
| **CO-ORDINATING Commissioner***See GC10* | **Buckinghamshire , Oxfordshire and Berkshire West Integrated Care Board (BOB ICB)****Sandford Gate,** **East Point Business Park,** **Oxford,** **OX4 6LB** |
| **PROVIDER** | **【Name】****Principal and/or registered office address: []****Company number: [ ]** |

**Participating Stores (If more than one branch)**

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |

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**CONTRACT**

**Contract title: Guaranteed Provision of Urgent Medicines in the Community**

**Contract ref:** **BOB ICS Urgent medicine Scheme 2022/2025**

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 – Richard Eley**  |
| --- | --- |
| **RICHARD ELEY for****and on behalf of****Buckinghamshire Oxfordshire and Berkshire West Integrated Care Board (BOB ICB)** | **Title:** **Interim Chief Finance Officer****Date****14/10/22** |

| **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***See GC2.1* | **1st October 2022** |
| **Expected Service Commencement Date***See GC3.1* | **1st October 2022** |
| **Longstop Date***See GC4.1* | **Not applicable** |
| **Contract Term** | **Three (3) years (36 months) commencing 1st October 2022****(as extended in accordance with Schedule 1C)** |
| **Commissioner option to extend Contract Term***See Schedule 1C, which applies only if YES is indicated here* | **YES** |
| **Notice Period (for termination under GC17.2)** | **Three (3) months** |
| **SERVICES** |  |
| **Service Categories** | **Indicate all categories of service which the Provider is commissioned to provide under this Contract.** *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.* |
| **Continuing Healthcare Services (including continuing care for children) (CHC)** |  |
| **Community Services (CS)** | Yes |
| **Diagnostic, Screening and/or Pathology Services (D)** |  |
| **End of Life Care Services (ELC)** |  |
| **Mental Health and Learning Disability Services (MH)** |  |
| **Patient Transport Services (PT)** |  |
| **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***See GC36* | **Co-ordinating Commissioner:** **Claire Critchley****Address: Sandford Gate, East Point Business Park, Oxford, OX4 6LB****Email: Bobicb-ox.medicines@nhs.net** |
| **Commissioner Representative(s)***See GC10.2* | **Claire Critchley****Address: Sandford Gate, East Point Business Park, Oxford, OX4 6LB****Email: Bobicb-ox.medicines@nhs.net****Tel: [ new building telephone number ]** |
| **Provider Representative***See GC10.2* | **[ ]****Address: [ ]****Email: [ ]****Tel: [ ]** |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

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

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

1. **Extension of Contract Term**
2. As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract, the Commissioners may opt to extend the Contract Term by one (1) year.
3. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than six (6) months before the original Expiry Date.
4. The option to extend the Contract Term may be exercised:
	1. only once, and only on or before the date referred to in paragraph 2 above;
	2. only by all Commissioners; and
	3. only in respect of all Services
5. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

**1. Background**

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| --- | --- |
| 1.1 | Community teams often experience difficulties in obtaining emergency drugs e.g. for use in syringe drivers. This can be due to local pharmacies either not holding the required drugs or not stocking sufficient quantities to complete the prescription.  |
| 1.2 | In addition there are medications needed by patients urgently that community pharmacies may not routinely keep in stock for example Oseltamivir (Tamiflu) |
| 1.3 | To overcome this, Buckinghamshire, Oxfordshire and Berkshire West (BOB) Integrated Care Board (ICB)will provide funding to the Provider for the guaranteed provision of urgent medication according to the terms and conditions below. |
| 1.4 | This service aims to ensure the supply of medicines required urgently including palliative care medication and Oseltamivir (Tamiflu) the demand for which may be urgent and/or unpredictable. |
| 1.5 | The aim of the service is to improve access for people to these specialist medicines when they are required by ensuring prompt access and continuity of supply. |

**2. Service Outline**

|  |  |
| --- | --- |
| 2.1 | The pharmacy holds the entire list of medicines (see below for stock list) required to always deliver this service at all times and will dispense these in response to NHS prescriptions presented, making a commitment to ensure that users of this service have prompt access to these medicines. |
| 2.2 | The Provider has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. |
| 2.3 | Community teams will be able to access these drugs during the pharmacies’ normal opening hours. (NB. This arrangement does not cover access to medicines outside of contracted hours.) |
| 2.4 | The Provider has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols (including Standard Operating Procedures).  |
| 2.5 | The NHS England and NHS Improvement (Southeast) Accountable Officer for controlled drugs must be informed of any incidents or concerns involving controlled drugs. |
| 2.6 | The Commissioner is responsible for providing a framework (PharmOutcomes) for the recording of relevant service information for the purposes of audit and the claiming of payment. |
| 2.7 | The Commissioner will periodically audit the stock holding of the drugs stated in this service specification.The audit may take place via telephone call or a visit to the pharmacy. Up to one week notice may be given prior to the audit. |
| 2.8 | Pharmacies will provide information and advice to the user, carer and clinician as appropriate. |
| 2.9 | The Commissioner will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The current formulary for this service is attached. The Commissioner will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines. Any changes to the formulary will be communicated to participating pharmacies and a 1-month transition period will be allowed.  |
| 2.10 | The Commissioner will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance. |
| 2.11 | The Commissioner will disseminate information on the service to other providers and health care professionals in order that they can signpost patients to the service. |
| 2.12 | The Provider will need to have due regard to the urgency of these medications to ensure prescriptions are prioritised to ensure prompt supply. |
| 2.13 | The Provider will undertake monthly date checking and stock review, using the appropriate forms. |
| 2.14 | The Provider will inform the Commissioner of any difficulty of obtaining drugs on the formulary within 48 hours. |
| 2.15 | The Provider will maintain appropriate records to ensure effective ongoing service delivery and audit. |

**STOCK LIST**

|  |  |  |
| --- | --- | --- |
| **Medication** | **Strength** | **Quantity of stock to be held at all times \*please inform ICB MOT of any stock shortages** |
| Clonazepam tablets | 2mg | 28 |
| Co-codamol tablets | 30/500mg | 30 |
| Cyclizine injection | 50mg/1ml | 2 x 5 amps |
| Dexamethasone injection | 3.3mg in 1ml (1ml) Note: If unavailable, stock 6.6mg in 2ml | 2 x 5 amps  |
| Dexamethasone tablets | 2mg | 1 x 50 tabs |
| fentanyl(Matrifen )patch | 12mcg/hr | 5 |
| Haloperidol injection | 5mg/1ml | 4 x 5 amps |
| Haloperidol tablets | 500mcg | 28 |
| Haloperidol solution/ liquid | 5mg/5ml Note: If unavailable, stock 10mg/5ml | 2 x 100ml |
| Haloperidol tablets | 1.5mg | 28 |
| Hyoscine butylbromide injection | 20mg/1ml | 2 x 10 amps |
| Levetiracetam injection  | 500mg/5ml | 10 amps  |
| Levomepromazine injection | 25mg/1ml | 2 x 10 amps |
| Levomepromazine tablets | 25mg | 1 x 84 tabs |
| Lorazepam tablets (sublingual tabs, Genus brand) | 1mg | 1 x 28 tabs |
| Metoclopramide injection | 10mg/2ml | 2 x 10 amps |
| Midazolam injection | 10mg/2ml | 2 x 10 amps |
| Morphine injection | 10mg/1ml | 3 x 10 amps |
| Morphine injection | 30mg/1ml | 1 x 10 amps |
| Morphine oral solution (Oramorph) | 10mg/5ml | 3 x 100ml |
| Oxycodone injection | 10mg/1ml | 2 x 5 amps |
| Oxycodone MR tablets | 5mg MR tablets | 28 |
| Oxycodone oral solution (Oxynorm) | 5mg/5ml | 1 x 250ml |
| Paracetamol suspension | 250mg/5ml | 2 bottles |
| Sodium chloride 0.9% | 10ml | 20 |
| Tamiflu (Oseltamivir) | 30mg | 10 boxes |
| Tamiflu (Oseltamivir) | 75mg | 10 boxes |
| Water for injection | Any size | 2 x 10 amps  |
| Zomorph capsules | 10mg | 56 |

**3. Pharmacy Requirements**

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

**4. Audit and quality indicators**

|  |  |
| --- | --- |
| 4.1 | The Provider must review its standard operating procedures and the referral pathways for the service on a biennial basis. |
| 4.2 | The Provider co-operates with any locally agreed ICB-led assessment of service user experience. |

**5. Monitoring Arrangements**

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

**6. Termination and Change Arrangements**

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| --- | --- |
| 6.1 | Participation in this local service can be terminated provided that three months’ notice is given in writing by either party. The service may be terminated immediately if there is evidence to show a Pharmacist has failed to comply with either the Misuse of Drugs Act or the Medicines Act.  |
| 6.2 | If the service is terminated by the participating pharmacy within the first 12 months of service initiation, £200 will be charged to the pharmacy, in the form of a termination fee. If the service is terminated by the participating pharmacy in the second year, £100 will be charged to the pharmacy, in the form of a termination fee. After the second year, no termination fee will be charged.  |
| 6.3 | If the service is terminated with immediate effect due to evidence that a Pharmacist has failed to comply with either the Misuse of Drugs Act or the Medicines Act, a termination fee of £300 will be charged to the participating pharmacy. |

**7. Practice**

|  |  |
| --- | --- |
| 7.1 | The conditions of this Agreement may only be varied by written agreement of the Commissioner and the Provider. |
| 7.2 | This service will run until the 30th September 2025.  |
| 7.3 | In the event that the Provider fails to provide the services in accordance with thisAgreement, the Commissioner reserves the right to withhold funding until the default is rectified. The process detailed in GC9 will be followed.  |
| 7.4 | The Provider shall at all times maintain insurance cover as indicated in schedule 1A  |

**SCHEDULE 2 – THE SERVICES**

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

**Not Applicable**

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

| **Not Applicable** |
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1. **Essential Services (NHS Trusts only)**

| **Not Applicable** |
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1. **Other Local Agreements, Policies and Procedures**

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

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

| **Not applicable** |
| --- |

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

| Pharmacies are expected to comply with the requirements in the Community Pharmacy Assurance Framework are as detailed below;[Community Pharmacy Assurance Framework (CPAF) | NHSBSA](https://www.nhsbsa.nhs.uk/pharmacies-gp-practices-and-appliance-contractors/dispensing-contractors-information/community-pharmacy-assurance-framework-cpaf)Safeguarding - we manage safeguarding issues by:Level 1 The pharmacy has appropriate safeguarding proceduresThe pharmacist is aware of how safeguarding issues should be reported and to whomAll pharmacy staff are aware of when to raise safeguarding concerns to the pharmacistLevel 2 Contact information for safeguarding interventions is kept up to dateThe pharmacist and pharmacy technicians have received appropriate training on safeguarding (Level 2) in the last 2 yearsLevel 3Any safeguarding issues that have occurred in the pharmacy, or elsewhere, are reflected upon by the pharmacy team. |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| Participating Providers will be paid to guarantee holding sufficient pre-determined stock levels of medicines routinely used in palliative care and to comply with the monitoring and auditing requirements of the Commissioner. The payment is as follows* £300 initial set up fee in the first year, and then £150 annual fee in subsequent years, to cover the cost of purchasing stock and the associated administrative costs.

If the Commissioner wishes to extend the contract, in line with the particulars set out in *Section C - Extension of Contract Term,* then the following payments will be made to each participating Pharmacy store as detailed below; * an annual fee of £150
* The Commissioner will reimburse any medicines within the agreed formulary which become out of date, or which are removed by the Commissioner during a stock list review.

The participating Provider must submit any claims for the initial set up fee and out of date stock (or stock which is removed from the drug list by the Commissioner following a review) by completing a claim via PharmOutcomes and where applicable for out of date, a copy of drug invoices should be submitted to the Commissioner via post or email.***Failure to maintain stock at the volumes set out in Schedule 2, would be in breach of contract and would result in a fine of £150 per incident.***

|  |
| --- |
| If the service is terminated by the participating Provider within the first 12 months of service initiation, £200 will be charged to the Provider, in the form of a termination fee. If the service is terminated by the participating pharmacy in the second year, £100 will be charged to the Provider, in the form of a termination fee. After the second year, no termination fee will be charged.  |
| If the service is terminated immediately due to evidence that a Pharmacist has failed to comply with either the Misuse of Drugs Act or the Medicines Act, a termination fee of £300 will be charged to the participating Provider. |

 |

1. **Local Variations**

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

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

1. **Local Modifications**

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

| **Not Applicable** |
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**D. Expected Annual Contract Values**

| Year 1 £300 initial set up feeYear 2 £150Year 3 £150 In the event of the extension being utilised: Year 4 £150Year 5 £150As detailed in 3A Local Prices, the Commissioner will reimburse any medicines within the agreed formulary which become out of date, or which are removed by the Commissioner during a stock list review.  |
| --- |

# SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Applicable Service Specification** |
| --- | --- | --- | --- |
| * ***Failure to maintain stock as listed, would be in breach of contract and would result in a fine of £150 per incident.***

***Exemption to breach of contract would be allowed in the following circumstances**** + ***If a prescription for the stock item had been received in the previous 2 working days***
	+ ***If the manufacturer/suppliers are unable to supply the stock item. The commissioner must be informed of all stock availability issues via*** ***bobicb-ox.medicines@nhs.net***
 | ***Minimum amount of stock as listed in stock list*** | * ***In line with paragraph 2.7 in SCHEDULE 2 – THE SERVICES***

***Complaints from service users will be followed up*** | ***Schedule 2A***  |

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 1. As specified in the Data Alliance Partnership Board Schedule of Approved Collections published on the NHS Digital website at <https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections>

where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)*
 | Quarterly  | PharmOutcomes | Quarterly report via PharmOutcomes claims entry |
| 1. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour
 | Yes  | To be sent to ***bobicb-ox.medicines@nhs.net*** | N/A |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints
 | Yes | To be sent to ***bobicb-ox.medicines@nhs.net*** | N/A |
| 1. Summary report of all incidents requiring reporting
 | Yes | To be sent to ***bobicb-ox.medicines@nhs.net*** | N/A |
| **Local Requirements Reported Locally** |  |  |  |
| **Urgent Medicines Scheme Payment Claim Form must be submitted to the ICB** | Annual fee and for expired drugs | PharmOutcome claims, corresponding invoice for expired drugs | PharmOutcome platform for claim and invoice via post or email, whenever expired drugs are claimed for.  |

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

1. **Incidents Requiring Reporting Procedure**

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| **Procedure(s) for reporting, investigating, and implementing and acting on insights derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents** |
| **The Provider ensures that the pharmacy has a complaints procedure in place that meets the NHS Pharmaceutical contractual standards.****All adverse drugs reactions (ADRs)/significant events/near misses occurring in relation to the Service must be reported via the Provider’s usual incident reporting system. Please send details to BOB ICB Medicines Team on bobicb-ox.medicines@nhs.net** |

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

**F. Provider Data Processing Agreement**

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| **Not Applicable** |

# SCHEDULE 7 – PENSIONS

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| **Not Applicable** |

# SCHEDULE 8 – TUPE\*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
	1. 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;
	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
	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:
	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);
	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. 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;
	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
	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:
	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;
	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
	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** meansthe 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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