

Pharmacy – Minor Ailments



NHS Standard Contract 2015/16 Particulars

NHS Standard Contract

2015/16

Particulars

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Contract Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	01 February 2016
CONTRACT TERM	14 Months
COMMISSIONERS	<p>Gloucestershire CCG (11M) Sanger House 5220 Valiant Way Gloucester Business Park Brockworth Gloucestershire GL3 4FE</p> <p>0300 421 1500 www.nhsglos.nhs.uk</p>
CO-ORDINATING Commissioner	
PROVIDER	Principal and/or registered office address:

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CONTRACT

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

- 1. the **Particulars**;
- 2. the **Service Conditions**;
- 3. the **General Conditions**,

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

.....
Signature

**Mark Walkingshaw
For and on behalf of
Gloucestershire Clinical
Commissioning Group**

.....
Title
.....
Date

SIGNED by

.....
Signature

For and on behalf of

.....
Title
.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	01 February 2016
Expected Service Commencement Date	01 February 2016
Longstop Date	Not Applicable
Service Commencement Date	01 February 2016
Contract Term	14 months commencing on the Effective Date
Option to extend Contract Term	NO
Expiry Date	31 March 2017
Commissioner Notice Period (for termination under GC 17.2)	Set out in Schedule 2 Part I - Exit Arrangements
Commissioner Earliest Termination Date	Set out in Schedule 2 Part I - Exit Arrangements
Provider Notice Period (for termination under GC17.3)	Set out in Schedule 2 Part I - Exit Arrangements
Provider Earliest Termination Date	Set out in Schedule 2 Part I - Exit Arrangements

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
Pharmacy-delivered Community Services (Ph)	✓
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Surgical Services in a Community Setting (S)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
Specialised Services	
Services comprise or include Specialised Services commissioned by NHS England	NO
Service Requirements	
Indicative Activity Plan	NO
Activity Planning Assumptions	NO
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	NO

PAYMENT	
National Prices	Not Applicable
Small Provider	YES
Expected Annual Contract Value Agreed	NO
SUS applies	NO

QUALITY	
Provider type	Other
Clostridium Difficile Baseline Threshold (Acute Services only)	Not Applicable

GOVERNANCE AND REGULATORY	
Nominated Mediation Body	Centre for Effective Dispute Resolution CEDR
Provider's Nominated Individual	
Provider's Information Governance Lead	
Provider's Caldicott Guardian	
Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	
Provider's Safeguarding Lead	
Provider's Mental Capacity and Deprivation of Liberty Lead	Not Applicable
Provider's Prevent Lead	

CONTRACT MANAGEMENT	
Addresses for service of Notices	Commissioner: Gloucestershire Clinical Commissioning Group Sanger House 5220 Valiant Court Gloucester Business Parl Brockworth Gloucester GL3 4FE Email: mark.walkingshaw@nhs.net Tel: 0300 421 1406 Provider:
Frequency of Review Meetings	Ad hoc
Commissioner Representative(s)	Teresa Middleton Deputy Director of Quality Gloucestershire Clinical Commissioning Group Sanger House 5220 Valiant Court Gloucester Business Parl Brockworth Gloucester GL3 4FE Email: Teresa.middleton@nhs.net Tel: 0300 421 1735
Provider Representative	

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent


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

1. Essential Services Continuity Plan;
2. Business Continuity Plan;
3. Confirmation that all Indemnity Arrangements (acceptable to the Commissioner) required under GC11 are in place;
4. Confirmation that the Provider has adopted the Safeguarding Policies: Level 2 Kwango or CPPE;
5. Written details of the Information Governance Lead
6. List of any Partnership Agreements to which the Provider is a party which relate to or otherwise affect the provision of any of the Services.
7. Suitable and appropriate premises to be secured and operational by service commencement date;
8. Declaration of competence from each pharmacist to undertake the Minor Ailment Scheme. (as referred to as Appendix 6 in the Service Specification and is shown in Schedule 5 Part A)

The Provider must complete the following actions:

1. Put in place appropriate Counter Fraud and Security Management Arrangements;
2. Sustainability Policy.

**SCHEDULE 1 – SERVICE COMMENCEMENT
AND CONTRACT TERM****B. Commissioner Documents**

Date	Document	Description
January 2015	 20140113 GCCG Commissioning Intent	Gloucestershire CCG 2015/16 Commissioning intentions

**SCHEDULE 1 – SERVICE COMMENCEMENT
AND CONTRACT TERM**

C. Extension of Contract Term

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Mandatory headings 1 – 4: mandatory but detail for local determination and agreement
Optional headings 5-7: optional to use, detail for local determination and agreement.

All subheadings for local determination and agreement

				
NHSE 15-16 Spec URMS FINAL v1.1 with	NSC 15-16 Spec Access Emergency M	NSC 15-16 Spec Call Out FINAL v1.1 with	NSC 15-16 Spec Not dispensed Scheme FI	Service Specification Dec 2015 MAS.pdf

See <http://psnc.org.uk/gloucestershire-lpc/services/> for current lists (NB: may be a short delay with updating changes)

SCHEDULE 2 – THE SERVICES

A1. Specialised Services – Derogations from National Service Specifications

Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

Not Applicable

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable





SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Minor Ailments List		 Appendix 2 - Minor Ailments List.pdf
Minor Ailments Protocol		 Appendix 3 MAS Protocols 20141017.p
Formulary Product List		 Appendix 4 - Formulary A-Z 20141
Formulary by Minor Ailment Group		 Appendix 5 - Formulary by Minor A

All are also available to download at

https://ccqlive.glos.nhs.uk/intranet/index.php?option=com_k2&view=item&layout=item&id=1089&Itemid=1017

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

Not Applicable

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

The pharmacy or GCCG may terminate participation in the schemes by giving written notice of their intention at least 28 days before the service end date. No reason needs to be given for the termination of the agreement.

It should be noted that if any of the schemes are unsuccessful it may be terminated to allow investment in other areas. In addition, if the scheme is successful beyond the initial budget estimates, the scheme may be restricted or suspended early pending further budgetary provision.

If for whatever reason, the pharmacy does not fulfil its obligation to provide all essential services under the pharmacy contractual framework then the pharmacy will become ineligible to provide the service.

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Not Applicable

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally



Safeguarding_Childr
en_Policy_Final_versi

<http://www.gloucestershire.gov.uk/gsab/article/110171/Policies-and-procedures-for-Gloucestershire>

Safeguarding Policies Level 2 Kwango or CPPE to be provided by Provider

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Care Services

Not Applicable

SCHEDULE 3 – PAYMENT

A. Local Prices

Enter text below which, for each separately priced Service:

- identifies the Service;
- describes any agreement to depart from an applicable national currency (in respect of which the appropriate summary template (available at: <http://www.monitor.gov.uk/locallydeterminedprices>) should be copied or attached)
- describes any currencies (including national currencies) to be used to measure activity
- describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)
- sets out any agreed regime for adjustment of prices for the second and any subsequent Contract Year(s).

Minor Ailment Scheme

Reimbursement for the service will consist of a consultation fee plus the cost of any product supplied.

Each consultation is paid at a rate of £5.50 per consultation only when a medicine has been supplied (NB. Where a formulary item is not supplied in accordance with the minor ailments protocols, no reimbursements for the formulary item will occur and no consultation fee will be paid.)

Pharmacists cannot claim a consultation fee when a product was not supplied as this is deemed part of Essential Service 6.

When a patient is presenting for treatment of more than one minor ailment, this will be treated as separate consultations and reimbursed accordingly. For example, a patient with a cold also requiring treatment for head lice would be considered as two separate consultations. However a patient presenting with a number of symptoms such as cough, congestion, headache, all related to a common cold would be counted as one consultation. More than one product can be supplied in this case in line with protocols. Each symptom in this case relates to **one condition** and should not be treated separately.

Please note that when a threadworm or head lice treatment is supplied to other members of the family, their details will need to be recorded on the same consultation form and only one consultation fee can be claimed.

Pharmacies will be reimbursed for the medicines they supply at the Drug Tariff price, or where this is not available, the cost price of the product as listed in the Dictionary of Medicines and Devices (dm&d). No container fee will be paid and no discount 'clawback' will be applied. Prices of medicines will be updated monthly from the Drug Tariff and the dm&d.

Urgent repeat Medicines Service

Urgent Repeat Medicine Service (URMS) professional fee per consultation	£10
Fee per item of medicine supplied	£2
Reimbursement of medicine supplied based on the NHS dictionary of medicines and devices (dm+d). plus VAT	
NHS current charges apply and will be deducted from the final payment amount	

Reimbursement will only be made if a signed signature sheet has been submitted to the Area Team at NHS England. Payments for the service will be obtained by submitting claims using PharmOutcomes only. Failure to complete PharmOutcomes questions completely could

result in non-payment. Claims will be paid quarterly. Payments for the service will be identified on the NHS Prescription Services statement as 'Local Scheme 10'. Late submissions may result in loss of payment.

Not Dispensed Scheme

Annual retention fee	£75
Not Dispensed Fee per recorded item	£4.50

Claims for activity should be made through the PharmOutcomes system on a monthly basis. Payment of the not dispensed fee will be made by the NHS BSA Prescription Services via the NHS Shared Business Services. Reimbursement will only be made if a signed signature sheet has been submitted to the Area Team at NHS England. Payments for the service will be identified on the NHS Prescription Services statement as 'Local Scheme 6'.

If a pharmacy signed up to provide the Local Enhanced Service shows a substantial period of inactivity (i.e. 6 months), a review of the circumstances involved will be undertaken with the possibility of the annual retention payment being clawed back from the contractor by NHS England at the end of the financial year.

Emergency Care Medicines

Annual retention fee	£205.00
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Contractors signing up to the scheme part way through the year will receive a pro rata payment of the annual retention fee as follows: -

Sign up in quarter 1 – 100%
 Sign up in quarter 2 – 75%
 Sign up in quarter 3 – 50%
 Sign up in quarter 4 – 25%

Payment of the annual retention fee will be made by the NHS BSA Prescription Services via the NHS Shared Business Services. Payment will only be made if a signed signature sheet has been submitted to the Area Team at NHS England. Payments for the service will be identified on the NHS Prescription Services statement as 'Local Scheme 1'.

Call Out

Annual retention fee (per Pharmacy)	£256.25
'Call out' fee	£56.38
Travelling expenses	NHS staff rate – 0.67p per mile
Pharmacist telephone advice (to a clinician)	£25.63

Contractors signing up to the scheme part way through the year will receive a pro rata payment of the annual retention fee as follows: -

Sign up in quarter 1 – 100%
 Sign up in quarter 2 – 75%

Sign up in quarter 3 – 50%
Sign up in quarter 4 – 25%

Payment of the annual retention fee will be made by the NHS BSA Prescription Services via the NHS Shared Business Services. Reimbursement will only be made if a signed signature sheet has been submitted to the NHS England Area Team. Payments for the service will be identified on the NHS Prescription Services statement as 'Local Scheme 2'.

Payment of the call out fee, travel expenses and telephone advice will be made by the NHS BSA Prescription Services via the NHS Shared Business Services, based on claim forms submitted by the community pharmacy and signed by the pharmacist in charge, by the 5th working day of the month. Claims for the call out fee must be accompanied by a copy of the relevant script, marked 'URGENT' by the clinician and signed, timed and dated by the dispensing pharmacist, with the patient identifiable information obscured.

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

C. 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 Monitor (available at: <http://www.monitor.gov.uk/locallydeterminedprices>). For each Local Modification application granted by Monitor, copy or attach the decision notice published by Monitor. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

D. Marginal Rate Emergency Rule: Agreed Baseline Value

Not Applicable

SCHEDULE 3 – PAYMENT

E. Emergency Re-admissions Within 30 Days: Agreed Threshold

Not Applicable

SCHEDULE 3 – PAYMENT**F. Expected Annual Contract Values**

Commissioner	Expected Annual Contract Value <i>(Exclude any expected CQUIN payments. CQUIN on account payments are set out separately in Table 2 of Schedule 4E, as required under SC38.3.)</i>
Total	Not Applicable

SCHEDULE 3 – PAYMENT

G. Notices to Aggregate / Disaggregate Payments

Not Applicable

SCHEDULE 3 – PAYMENT

H. Timing and Amounts of Payments in First and/or Final Contract Year

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	RTT waiting times for non-urgent consultant-led treatment					
<i>E.B.1</i>	<i>Percentage of admitted Service Users starting treatment within a maximum of 18 weeks from Referral</i>	<i>Operating standard of 90% at specialty level (as reported on Unify)</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £400 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>Services to which 18 Weeks applies</i>
<i>E.B.2</i>	<i>Percentage of non-admitted Service Users starting treatment within a maximum of 18 weeks from Referral</i>	<i>Operating standard of 95% at specialty level (as reported on Unify)</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £100 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>Services to which 18 Weeks applies</i>
<i>E.B.3</i>	<i>Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral</i>	<i>Operating standard of 92% at specialty level (as reported on Unify)</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £150 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>Services to which 18 Weeks applies</i>

2015/16 NHS STANDARD CONTRACT PARTICULARS

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Diagnostic test waiting times					
<i>E.B.4</i>	<i>Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test</i>	<i>Operating standard of >99%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>A CS CR D S</i>
	A&E waits					
<i>E.B.5</i>	<i>Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department</i>	<i>Operating standard of 95%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £120 in respect of each excess breach above that threshold. To the extent that the number of breaches exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month</i>	<i>Monthly</i>	<i>A+E U</i>
	Cancer waits - 2 week wait					

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.6	<i>Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment</i>	<i>Operating standard of 93%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
E.B.7	<i>Percentage of Service Users referred urgently with breast symptoms (where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment</i>	<i>Operating standard of 93%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
	Cancer waits – 31 days					
E.B.8	<i>Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers</i>	<i>Operating standard of 96%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
E.B.9	<i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery</i>	<i>Operating standard of 94%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.10</i>	<i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen</i>	<i>Operating standard of 98%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
<i>E.B.11</i>	<i>Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy</i>	<i>Operating standard of 94%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
	Cancer waits – 62 days					
<i>E.B.12</i>	<i>Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer</i>	<i>Operating standard of 85%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>
<i>E.B.13</i>	<i>Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers</i>	<i>Operating standard of 90%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>A CR R</i>

2015/16 NHS STANDARD CONTRACT PARTICULARS

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.14</i>	<i>Percentage of Service Users waiting no more than 62 days for first definitive treatment following a consultant's decision to upgrade the priority of the Service User (all cancers)</i>	<i>[Insert as per local determination]</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>[Insert as per local determination]</i>	<i>Quarterly</i>	<i>A CR R</i>
	Category A ambulance calls					
<i>E.B.15.i</i>	<i>Percentage of Category A Red 1 ambulance calls resulting in an emergency response arriving within 8 minutes</i>	<i>Operating standard of 75%</i>	<i>Performance measured monthly with annual reconciliation</i>	<i>Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withhold sums returned (with no interest) if annual performance is met</i>	<i>Monthly withholding, annual reconciliation</i>	<i>AM</i>
<i>E.B.15.ii</i>	<i>Percentage of Category A Red 2 ambulance calls resulting in an emergency response arriving within 8 minutes</i>	<i>Operating standard of 75%</i>	<i>Performance measured monthly with annual reconciliation</i>	<i>Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withhold sums returned (with no interest) if annual performance is met</i>	<i>Monthly withholding, annual reconciliation</i>	<i>AM</i>

2015/16 NHS STANDARD CONTRACT PARTICULARS

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.16</i>	<i>Percentage of Category A calls resulting in an ambulance arriving at the scene within 19 minutes</i>	<i>Operating standard of 95%</i>	<i>Performance measured monthly with annual reconciliation</i>	<i>Monthly withholding of 2% of Actual Monthly Value with an end of year reconciliation with 2% of the Actual Annual Value retained if annual performance is not met, or the withhold sums returned (with no interest) if annual performance is met</i>	<i>Monthly withholding, annual reconciliation</i>	<i>AM</i>
	Mixed sex accommodation breaches					
<i>E.B.S.1</i>	<i>Sleeping Accommodation Breach</i>	<i>>0</i>	<i>Verification of the monthly data provided pursuant to Schedule 6B in accordance with the Professional Letter</i>	<i>£250 per day per Service User affected</i>	<i>Monthly</i>	<i>A CR MH</i>
	Cancelled operations					
<i>E.B.S.2</i>	<i>All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice</i>	<i>Number of Service Users who are not offered another binding date within 28 days >0</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Non-payment of costs associated with cancellation and non-payment or reimbursement (as applicable) of re-scheduled episode of care</i>	<i>Monthly</i>	<i>A CR S</i>

2015/16 NHS STANDARD CONTRACT PARTICULARS

Ref	Operational Standards	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Mental health					
<i>E.B.S.3</i>	<i>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care</i>	<i>Operating standard of 95%</i>	<i>Review of monthly Service Quality Performance Reports</i>	<i>Where the number of breaches in the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold</i>	<i>Quarterly</i>	<i>MH MHSS</i>

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.A.S.4	Zero tolerance MRSA	>0	Review of monthly Service Quality Performance Report	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile	[Insert Baseline Threshold identified for Provider]	Review of monthly Service Quality Performance Report	As set out in Schedule 4G, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	Review of monthly Service Quality Performance Report	£5,000 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 30 minutes	>0	Review of monthly Service Quality Performance Report	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E
E.B.S.7b	All handovers between ambulance and A & E must take place within 15 minutes with none waiting more than 60 minutes	>0	Review of monthly Service Quality Performance Report	£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month	Monthly	A+E
E.B.S.8a	Following handover between ambulance and	>0	Review of monthly Service Quality Performance	£20 per event where > 30 minutes in the relevant	Monthly	AM

2015/16 NHS STANDARD CONTRACT PARTICULARS

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<i>A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes</i>		<i>Report</i>	<i>month</i>		
<i>E.B.S.8b</i>	<i>Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes</i>	<i>>0</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month</i>	<i>Monthly</i>	<i>AM</i>
<i>E.B.S.5</i>	<i>Trolley waits in A&E not longer than 12 hours</i>	<i>>0</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>£1,000 per incidence in the relevant month</i>	<i>Monthly</i>	<i>A+E</i>
<i>E.B.S.6</i>	<i>No urgent operation should be cancelled for a second time</i>	<i>>0</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>£5,000 per incidence in the relevant month</i>	<i>Monthly</i>	<i>A CR</i>
	<i>VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE, as defined in Contract Technical Guidance</i>	<i>95%</i>	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £200 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>A</i>
	Publication of Formulary	Continuing failure to publish		Withholding of up to 1% of the Actual Monthly Value per month until publication	Monthly	A MH MHSS

2015/16 NHS STANDARD CONTRACT PARTICULARS

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
						CR R
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with SC35	Monitoring system to be implemented to ensure that the responsibilities and duties outlined in SC35 (Duty of Candour) have been carried out and reported to the Commissioner	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
	<i>Completion of a valid NHS Number field in mental health and acute commissioning data sets submitted via SUS, as defined in Contract Technical Guidance</i>	99%	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>A MH MHHS</i>
	<i>Completion of a valid NHS Number field in A&E commissioning data sets submitted via SUS, as defined in Contract Technical Guidance</i>	95%	<i>Review of monthly Service Quality Performance Report</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>A&E</i>
	<i>Completion of Mental Health Minimum Data Set ethnicity coding for all</i>	<i>Operating standard of 90%</i>	<i>Review of monthly Service Quality Performance Reports</i>	<i>Where the number of breaches in the month exceeds the tolerance</i>	<i>Monthly</i>	<i>MH MHSS</i>

	National Quality Requirement	Threshold (2015/16)	Method of Measurement (2015/16)	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<i>detained and informal Service Users, as defined in Contract Technical Guidance</i>			<i>permitted by the threshold, £10 in respect of each excess breach above that threshold</i>		
	<i>Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance</i>	<i>Operating standard of 90%</i>	<i>Review of monthly Service Quality Performance Reports</i>	<i>Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold</i>	<i>Monthly</i>	<i>MH MHSS</i>

Note: The National Quality Standards greyed out do not apply for the services commissioned at the time of signing the contract. This position may change and any that become effective will be done so in line with Clause GC13 and the procedure in Schedule 6 Part A: Recorded Variations

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Never Events

Never Event Breach	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	Applicability	Applicable Service Category
The occurrence of a Never Event as defined in the Never Events Policy Framework from time to time	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with Never Events Policy Framework, recovery by the Responsible Commissioner of the costs to that Commissioner of the procedure or episode (or, where these cannot be accurately established, £2,000) plus any additional charges incurred by that Commissioner (whether under this Contract or otherwise) for any corrective procedure or necessary care in consequence of the Never Event	All healthcare premises and settings	All

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Schemes

I Not Applicable

CQUIN Table 2: CQUIN Payments on Account – Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

F. Local Incentive Scheme

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

G. Clostridium difficile

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

H. CQUIN Variations

Not Applicable







SCHEDULE 5 - GOVERNANCE






A. Documents Relied On

Documents supplied by Provider

Date	Document
	<p>Indemnity</p> <p>The pharmacy shall maintain adequate insurance for public liability and professional indemnity against any claims which may arise out of the terms and conditions of this agreement.</p> <p>Any litigation resulting from accident or negligence on behalf of the pharmacy is the responsibility of the pharmacy who will meet the cost and any claims for compensation, at no cost to GCCG.</p> <p>Indemnity Policy to be provided when requested by the CCG.</p>

Documents supplied by Commissioners

Date	Document
	 <p>Incidents Requiring Reporting.pdf</p>
	 <p>Sustainable Development Policy c</p>
	 <p>Glos_IGMgtFramework_18-11-14 V2_0.pd</p>
	 <p>Medicines Management Interfac</p>
<p>Minor Ailments Service</p>	  <p>Appendix 2 - Minor Ailments List.pdf Appendix 3 MAS Protocols 20141017.ç</p>

	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  Appendix 4 - Formulary A-Z 201411 </div> <div style="text-align: center;">  Appendix 5 - Formulary by Minor A </div> <div style="text-align: center;">  Appendix 6 Declaration of Compe </div> </div> <p style="margin-top: 20px;">Pharmacists signing the declaration of competence are expected to be able to provide appropriate evidence upon request to support their declaration of competence. This could consist of CPD entries, training certificates relating to the sorts of minor ailments concerned etc. It would be helpful to have evidence of this nature to demonstrate competence, other than claiming against “one’s experience” alone. This supporting evidence applies in the same way as would be required for any fitness to practice investigation and subsequent continued GPhC registration. Checks may be made on a small sample of Declaration of Competence submissions.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start; margin-top: 20px;"> <div style="text-align: center;">  Appendix 7 GP Reception Staff Proto </div> <div style="text-align: center;">  Appendix 8 Urgent Referral from Commu </div> </div>
<p>Participating Pharmacies</p>	<p>See https://ccglive.glos.nhs.uk/intranet/index.php?option=com_k2&view=item&layout=item&id=1089&Itemid=1017 Or http://psnc.org.uk/gloucestershire-lpc/services/ for current lists (NB may be a short delay with updating changes).</p>

SCHEDULE 5 - GOVERNANCE

B1. Provider's Mandatory Material Sub-Contracts

Mandatory Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
Not Applicable			

SCHEDULE 5 - GOVERNANCE

B2. Provider's Permitted Material Sub-Contracts

Permitted Material Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing data – Yes/No
Not Applicable			

SCHEDULE 5 - GOVERNANCE

C. IPR

Commissioner IPR

To avoid doubt, licensing of IPRs would be subject to review on a case by case basis to ensure compliance with General Condition 22 of the contract and with Department of Health guidance. The Provider and the commissioner will comply with guidance and codes of practice as issued by the Department of Health. Both parties recognise that where current legal agreements are in place no retrospective requests will be made. Where information shared between both parties in future is 'commercial in confidence' it will be respected and treated as such by the other party.

Provider IPR

To avoid doubt, licensing of IPRs would be subject to review on a case by case basis to ensure compliance with General Condition 22 of the contract and with Department of Health guidance. The Provider and the commissioner will comply with guidance and codes of practice as issued by the Department of Health. Both parties recognise that where current legal agreements are in place no retrospective requests will be made. Where information shared between both parties in future is 'commercial in confidence' it will be respected and treated as such by the other party.

SCHEDULE 5 - GOVERNANCE

D. Commissioner Roles and Responsibilities

Not Applicable

SCHEDULE 5 - GOVERNANCE

E. Partnership Agreements

Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Recorded Variations

Variation Number	Description of Variation	Date of Variation Proposal	Party proposing the Variation	Date of Variation Agreement

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Reporting Requirements (all Providers other than Small Providers)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R* 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	All
2. Patient Reported Outcome Measures (PROMS)	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
1. Activity and Finance Report	Monthly	[For local agreement]	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation:	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	All
a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;				All
b. details of all requirements satisfied;				All
c. details of, and reasons for, any failure to meet requirements				All
d. the outcome of all Root Cause Analyses and audits performed pursuant to SG22 (Venous Thromboembolism)				A
e. report on performance against the HCAI Reduction Plan				A

2015/16 NHS STANDARD CONTRACT PARTICULARS

3.	<i>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</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	All
4.	<i>NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.</i>	<i>{Monthly, or as agreed locally}</i>	<i>{For local agreement}, according to published NHS Safety Thermometer reporting routes</i>	<i>{For local agreement}, according to published NHS Safety Thermometer reporting routes</i>	All (not AM, Ph, D, 111, PT)
5.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Monthly	As per Pharmacy procedures	In line with pharmacy procedure	All
6.	<i>Report against performance of Service Development and Improvement Plan (SDIP)</i>	<i>In accordance with relevant SDIP</i>	<i>In accordance with relevant SDIP</i>	<i>In accordance with relevant SDIP</i>	All
7.	<i>Cancer Registration dataset reporting (ISN): report on staging data in accordance with Guidance</i>	<i>As set out in relevant Guidance</i>	<i>As set out in relevant Guidance</i>	<i>As set out in relevant Guidance</i>	CR R
8.	<i>Summary report of all incidents requiring reporting</i>	<i>Monthly</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	All
9.	<i>Data Quality Improvement Plan: report of progress against milestones</i>	<i>In accordance with relevant DQIP</i>	<i>In accordance with relevant DQIP</i>	<i>In accordance with relevant DQIP</i>	All
10.	<i>Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV) Initial Standard Specification http://www.isb.nhs.uk/documents/isb-1594/amd-31-2012/index.html#Information</i>	<i>Monthly</i>	<i>As set out in relevant Guidance</i>	<i>As set out in relevant Guidance</i>	A A+E U
11.	<i>Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2(Staff)</i>	<i>5 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	All

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12.	Report on compliance with National Workforce Race Equality Standard	Annually	[For local agreement]	[For local agreement]	All
13.	Specific reports required by NHS England in relation to specialised services as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting	As set out at http://www.england.nhs.uk/nhs-standard-contract/s-reporting	Specialised Services
Local Requirements Reported within the Pharmacy					
1.	Completion of Pharmoutcomes at each and every event	Monthly reports upon request	Pharmoutcomes website to be completed. https://www.pharmoutcomes.org/pharmoutcomes/ Login details are known to the pharmacy.	Ad-hoc	
2.	Completion of any adverse event reports in line with the pharmacy procedure for reporting events	At the time of the event	Completed as per pharmacy procedures.	Stored at pharmacy.	
3.	Submission of Adverse Event occurrence to Service Commissioner	End of each month	Patient anonymised report detailing the event type, numbers and outcomes	Summary at the end of each month to be sent to CCG, if applicable.	
4.	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Monthly	As per pharmacy procedures	In line with pharmacy procedures	Small Providers

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B Reporting Requirements (Small Providers only)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. <i>As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at https://rocrsubmissions.ic.nhs.uk/Pages/search.aspx?k=R* where mandated for and as applicable to the Provider and the Services</i>	<i>As set out in relevant Guidance</i>	<i>As set out in relevant Guidance</i>	<i>As set out in relevant Guidance</i>	Small Providers
National Requirements Reported Locally				
1. <i>Activity and Finance Report</i>	<i>{For local agreement, not less than quarterly}</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	Small Providers
2. <i>Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour</i>	<i>{For local agreement, not less than quarterly}</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	Small Providers
3. <i>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</i>	<i>{For local agreement, not less than annually}</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	Small Providers
4. <i>Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints</i>	Monthly	As per pharmacy procedures	In-line with pharmacy procedures	Small Providers
5. <i>Report against performance of Service Development and Improvement Plan (SDIP)</i>	<i>In accordance with relevant SDIP</i>	<i>In accordance with relevant SDIP</i>	<i>In accordance with relevant SDIP</i>	Small Providers
6. <i>Summary report of all incidents requiring reporting</i>	<i>{For local agreement, not less than annually}</i>	<i>{For local agreement}</i>	<i>{For local agreement}</i>	Small Providers
7. <i>Data Quality Improvement Plan: report of</i>	<i>In accordance with relevant</i>	<i>In accordance with relevant</i>	<i>In accordance with</i>	Small

2015/16 NHS STANDARD CONTRACT PARTICULARS

<i>progress against milestones</i>	<i>DQIP</i>	<i>DQIP</i>	<i>relevant DQIP</i>	Providers
8. <i>Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (Staff)</i>	<i>6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from time to time)</i>	<i>[For local agreement]</i>	<i>[For local agreement]</i>	Small Providers
Local Requirements Reported Locally				
5. Completion of Pharmoutcomes at each and every event	Monthly reports upon request	Pharmoutcomes website to be completed. https://www.pharmoutcomes.org/pharmoutcomes/ Login details are known to the pharmacy.	Ad-hoc	
6. Completion of any adverse event reports in line with the pharmacy procedure for reporting events	At the time of the event	Completed as per pharmacy procedures.	Stored at pharmacy.	
7. Submission of Adverse Event occurrence to Service Commissioner	End of each month	Patient anonymised report detailing the event type, numbers and outcomes	Summary at the end of each month to be sent to CCG, if applicable.	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Data Quality Improvement Plan

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Insert text locally				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Patient Safety Incidents (3) Other Patient Safety Incidents



Incidents Requiring Reporting.pdf

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Service Development and Improvement Plan

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
N/A				[Subject to GC9 (<i>Contract Management</i>)] or [locally agreed]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User Survey [Insert further description locally]				All

SCHEDULE 7 – PENSIONS

Where applicable the following will apply:-

Subject to NHS Standard Contract 2015/16 “Fair Deal for Staff Pensions” ()

<http://www.england.nhs.uk/wp-content/uploads/2015/03/12-nhs-contrct-tech-guid.pdf>

(Technical guidance clause 41.31)

Further Guidance can be found at:-

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/294850/N
ew_Fair_Deal_-_DH_Guidance_for_NHS_Pension_Scheme.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/294850/New_Fair_Deal_-_DH_Guidance_for_NHS_Pension_Scheme.pdf)

