

NHS Standard Contract 2023/24

Particulars (Shorter Form)

Contract title / ref:

***Community Pharmacy
Palliative Care Service - Tier 2
2023/24
(Version 1.1)***

Version 1, March 2023

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send contracts to this email address)

Contract Reference	Community Pharmacy Palliative Care Service - Tier 2 2023/24 (version 1.1)
DATE OF CONTRACT	1 st June 2023
SERVICE COMMENCEMENT DATE	1 st June 2023
CONTRACT TERM	Ten (10) months commencing 1 st June 2023
COMMISSIONERS	NHS Shropshire, Telford & Wrekin ICB (ODS QOC) Halesfield 6 Halesfield Telford TF7 4BF
CO-ORDINATING Commissioner	NHS Shropshire, Telford & Wrekin ICB (ODS QOC) Halesfield 6 Halesfield Telford TF7 4BF
PROVIDER	

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CONTRACT

Contract title: Community Pharmacy Palliative Care Service - Tier 2 2023/24 (version 1.1)

Contract ref: Community Pharmacy Palliative Care Service - Tier 2 2023/24 (version 1.1)

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

Claire Skidmore
for and on behalf of NHS Shropshire,
Telford and Wrekin ICB

Chief Finance Officer
.....
Title
.....
Date

SIGNED by

.....
Signature

for
and on behalf of

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

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date <i>See GC2.1</i>	1 st June 2023
Expected Service Commencement Date <i>See GC3.1</i>	1 st June 2023
Longstop Date <i>See GC4.1</i>	Not Applicable
Contract Term	Ten (10) months commencing 1 st April 2023
Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i>	No
Notice Period (for termination under GC17.2)	One (1) month
SERVICES	
Service Categories	<p>Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract.</p> <p><i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.</i></p>
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 (non-emergency) (PT)	
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	To be confirmed
Provider's Information Governance Lead	To be confirmed
Provider's Data Protection Officer (if required by Data Protection Legislation)	To be confirmed
Provider's Caldicott Guardian	To be confirmed
Provider's Senior Information Risk Owner	To be confirmed
Provider's Accountable Emergency Officer	To be confirmed
Provider's Safeguarding Lead (children) / named professional for safeguarding children	To be confirmed
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	To be confirmed

Provider's Child Sexual Abuse and Exploitation Lead	To be confirmed
Provider's Mental Capacity and Liberty Protection Safeguards Lead	To be confirmed
Provider's Freedom To Speak Up Guardian(s)	To be confirmed
CONTRACT MANAGEMENT	
Addresses for service of Notices <i>See GC36</i>	Commissioner: Claire Skidmore Chief Finance Officer NHS Shropshire, Telford & Wrekin ICB Halesfield 6 Halesfield Telford TF7 4BF Email: claire.skidmore@nhs.net Provider:
Commissioner Representative(s) <i>See GC10.2</i>	Alison Durrans Assistant Contracts Manager NHS Shropshire, Telford & Wrekin ICB Halesfield 6 Telford TF7 4BF Email: a.durrans@nhs.net
Provider Representative <i>See GC10.2</i>	

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:

- | |
|--|
| <ol style="list-style-type: none">1. Evidence of appropriate Indemnity Arrangements2. Evidence of CQC registration (where required)3. Evidence of the Provider Licence (where required)4. Evidence of a Business Continuity Plan.5. Evidence of compliance with the Data Security and Protection Toolkit (where required). |
|--|

C. Extension of Contract Term

Not Applicable

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Service Specification No.	001
Service	Community Pharmacy Palliative Care Service - Tier 2
Commissioner Lead	NHS Shropshire, NHS Telford & Wrekin ICB
Provider Lead	
Period	1 st June 2023 to 31 st March 2024
Date of Review	1 st January 2024

1. Population Needs

1.1 National/local context and evidence base

WHO defines palliative care as: *“an approach that improves the quality of life of patients and their families facing the problem associated with life-threatening illness. This is achieved through the prevention and relief of suffering by means of early identification and impeccable assessment, and treatment of pain and other problems”*.

Palliative care or end of life care is required for patients who have advanced progressive conditions, including cancer, organ failure (e.g. heart failure, COPD, renal and hepatic failure), neurological conditions (e.g. multiple sclerosis, Parkinson’s disease and motor neurone disease), dementia, frailty, stroke and HIV/AIDS.

Being symptom-free is one of the most important factors for patients when considering end-of-life care. How symptoms are treated may change over time and may depend on many factors, including the symptom being treated, the patient’s ability to swallow (owing to disease process causing fatigue and weakness), and level of consciousness.

As a patient’s disease progresses, it is likely that medication will be changed and adjusted. It is vital that patients, relatives and/or carers can access commonly prescribed palliative care medication in a timely manner either by supplying the medication or reserving and signposting the medication to their nearest pharmacy of choice, recognising that any delay is causing heightened distress.

From 1st April 2023 nationally there is a requirement is for ICBs to commission a Palliative Care (Tier 2 and Tier 2) Service with local pharmacies. This will replace the service previously commissioned by NHS England.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

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

3. Scope

3.1 Aims and Objectives of Service

The Community Pharmacy Palliative Care Service, Tier 2, aims to enable patients and their relatives/carers and healthcare professionals to obtain palliative/end of life care medicines in a timely manner and support dying at home.

This service shall be provided through Community Pharmacies contracted to NHS Shropshire, Telford & Wrekin ICB to provide this service.

3.2 Service Description

The pharmacy shall maintain the required stock (range and quantity) of palliative care drugs against an agreed list of palliative care drugs (Appendix 1), which will be reviewed annually.

The pharmacy shall dispense the items from the palliative care stock list in response to NHS prescriptions presented to the pharmacy in line with the dispensing service of the NHS Community Pharmacy Contractual Framework. A copy of the NHS Shropshire, Telford & Wrekin Community Pharmacy/Dispensary Just in Case (JIC) Pack Quick Guide is included at Appendix 2.

The pharmacist shall provide information and advice relating to the use of palliative care drug to patients and carers where appropriate and palliative care drug information on request from health care professionals involved in the service.

If there are stock availability issues with any of the medication listed in Appendix 1, the pharmacist should attempt to resolve the matter with the prescriber and will complete the PharmOutcomes template raising awareness of the current issue, so that any out of stock / manufacturing problems can then be discussed with the commissioner and other relevant parties.

Only in exceptional circumstances should a patient be signposted to another provider if the pharmacy has been unable to provide the service to the patient.

The service must be available to be provided during the entire opening hours of the pharmacy.

3.3 Prescription Exemptions

All current NHS exemptions (including those with valid pre-payment certificates) are applicable, and evidence of the patient's exemption must be obtained prior to supply.

Patients who are not exempt from prescription charges will pay a prescription charge for each item supplied in accordance with The National Health Service (Charges for Drugs and Appliances) Regulations 2015.

3.4 Service Governance

The service can only be provided from community pharmacies contracted to NHS Shropshire, Telford & Wrekin ICB that have been commissioned to deliver the service.

The pharmacy contractor must be compliant with and be able to demonstrate compliance with all Essential Services within the Community Pharmacy Contractual Framework (CPCF) (<https://www.gov.uk/government/publications/community-pharmacy-contractual-framework-2019-to-2024>).

The pharmacy contractor has a duty to ensure that all pharmacists employed to work in the pharmacy have the relevant knowledge and are appropriately trained in the provision of the service.

The pharmacy must have a Standard Operating Procedure (SOP) or follow its company SOP to cover the service which must be available to staff at all times.

3.5 Quality Standards

The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.

The pharmacy participates in any commissioner led audit of service provision.

The pharmacy co-operates with any commissioner led assessment of service user experience.

3.6 Incident Reporting

Incidents shall be reported by the Provider to the commissioners in line with national and local guidance. The Provider shall report any incidents using the National Reporting and Learning System (NRLS) and the Medicines and Healthcare Products Regulatory Agenda (MHRA) Yellow Card Scheme in line with the Provider's local reporting processes. It is anticipated the successor system, Learning from Patient Safety Events (LFPSE), will supercede NRLS during the contract term. Assurance will be sought by commissioners that action plans resulting from an investigation are completed.

Pharmacies will also be expected to follow their normal or company process for complaints in accordance with NHS policy, where issues arise so that improvements can be made following significant events or errors.

3.7 Payments

The pharmacy contractor shall be paid according to the following:

- Annual Retainer - A retainer fee of £250 shall be paid at the start of the contract.
- Reimbursement of Date Expired Stock - Reimbursement at cost price (based on dm+d + VAT at the applicable rate) for drugs included in the agreed Palliative Care Stock List which have become date expired. This is provided that normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed. Payment will be made on the original purchase price of the stock, so a copy of the original purchase invoice should be retained for audit purposes.

Claims for the annual retainer and date expired stock must be made via the relevant modules within PharmOutcomes.

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 10.

3.8 Population covered

The patient shall be registered with a Shropshire, Telford and Wrekin GP Practice.

3.9 Any acceptance and exclusion criteria and thresholds

3.9.1 Acceptance Criteria

Patients registered with a Shropshire, Telford and Wrekin GP Practice who are identified by a GP or Specialist Nurse as suitable to receive a "Just in Case" pack (this will normally be within the 2-3 months before end of life). Patients will have a terminal diagnosis for a condition, which makes it likely that at a future date they will require the range of drugs

contained within the JIC pack and will have been appropriate for a DS1500 i.e., a prognosis of 6 months or less.

3.9.2 Exclusion Criteria

Patients not covered under the acceptance criteria.

3.10 Interdependence with other services/providers

To be confirmed.

4. Applicable Service Standards

4.1 Applicable national standards (eg NICE)

To be confirmed.

4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)

To be confirmed.

4.3 Applicable local standards

NHS Shropshire, Telford & Wrekin ICB End of Life and Palliative Care Just in Case (JIC) Service Guidelines and resource packs:

<https://www.shropshiretelfordandwrekin.nhs.uk/our-work/medicines-management/medicines-management/clinical-guidelines-and-resources-cgr/end-of-life-including-jic/>

5. Applicable quality requirements and CQUIN goals

5.1 Applicable Quality Requirements

Please refer to Schedule 4.

5.2 Applicable CQUIN goals

Not Applicable.

6. Reporting Requirements

6.1 Applicable Reporting Requirements

Please refer to Schedule 6 Part A.

7. Location of Provider Premises

The Provider's Premises are located at:

Appendix 1

Standard List of drugs for Tier Two Pharmacies

Drug	Strength	Amount
Morphine sulphate	10mg	30 amps
Morphine sulphate	30mg	30 amps
Midazolam	10mg/2ml	20 amps
Levomepromazine	25mg/1 ml	20 amps
Hyoscine Butylbromide	20mg/ml	20 amps
Oxycodone injection	10mg/1ml	30 amps
Oxycodone injection	50mg/1ml	20 amps
Sodium Chloride 0.9%	10ml	30 amps
Water for injection	10ml	30 amps
Alfentanil	500mcg/1ml	20 amps
Cyclizine	50mg/1ml	20 amps
Parecoxib	40mg vial	10 Vials
Dexamethasone	3.32 mg in 1 ml	20 amps
Glycopyrronium	200 mcg/ 1ml	10 amps
Metoclopramide	10mg/1ml	10 amps
Levetiracetam for injection	500mg/5ml	10 amps
Haloperidol	5mg/1ml	10 amps

Appendix 2

Community Pharmacy/Dispensary Just in Case (JIC) Pack Quick Guide

Prescriber GP or Specialist Nurse should identify a person who is suitable to receive a Just in Case pack (this will usually be within the 2-3 months before end of life).

GP or Specialist Nurse should discuss and explain the purpose and use of the Just in Case pack with the patient/family/carer (as appropriate) and gains patient consent to supply the pack.



Community Pharmacy/Dispensary

- Once the prescription is received the items should be dispensed with the normal dispensing information and the items placed into the clear, tamper proof container provided by NHS STW.
- **A set of: Symptom Control Guidelines;** Patient Information Leaflets for all the drugs enclosed and a **Just in Case patient information leaflet** should also be included in the pack. The symptom control guidelines and the JIC Patient information leaflet may be found on the ICS website.
- Pharmacies record the supply together with the expiry date of the pack. To enable them to advise both the patient and GP surgery when the Just in Case pack is **one month prior**



Using the Just in Case Pack

- End of Life Authorisation to Administer Forms must be completed and signed by either, the patient's GP or another appropriate Medical Practitioner before the Just in Case (JIC) pack is opened and used.
- All medications used should be recorded in the patient's community notes.
- The person administering the medication should advise the patient's GP that the pack has been opened and used and arrange for prescriptions for any further medication required.
- If any medication is no longer required, it should be returned to any community pharmacy for destruction.

Symptom Control Algorithms, the Patient Information Leaflet and further information for both GP's and Pharmacies can be found on the NHS STW Website:

<https://www.shropshiretelfordandwrekin.nhs.uk/our-work/medicines-management/medicines-management/clinical-guidelines-and-resources-cgr/end-of-life-including-jic/>

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Policy	Weblink/Location
Exit Arrangements	Located in the Appendix Folder – Appendix 1.

J. Transfer of and Discharge from Care Protocols

Not Applicable

K. Safeguarding Policies and Mental Capacity Act Policies

In addition to identifying and adhering to all relevant legislation and relevant statutory codes the Provider shall comply with the following documents:

1. Safeguarding Children, Young People and Adults at Risk in the NHS: Safeguarding Accountability and Assurance Framework 2019, with particular reference to Section 4.3.1: <https://www.england.nhs.uk/wp-content/uploads/2015/07/safeguarding-children-young-people-adults-at-risk-saaf.pdf>
2. Adult Safeguarding: Roles and Competencies for Health Care Staff: <https://www.rcn.org.uk/Professional-Development/publications/adult-safeguarding-roles-and-competencies-for-health-care-staff-uk-pub-007-069>
3. Safeguarding Children and Young People: Roles and Competencies for Health Care Staff: <https://www.rcn.org.uk/professional-development/publications/pub-007366>
4. NHS Prevent training and competencies framework: <https://www.gov.uk/government/publications/nhs-prevent-training-and-competencies-framework/nhs-prevent-training-and-competencies-framework#:~:text=The%20Prevent%20training%20and%20competencies,to%20safeguard%20and%20promote%20the>
5. Working Together to Safeguard Children: <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

In addition, any Provider policies shall be compatible with the West Midlands Safeguarding Policies and Guidance, as adopted by the Shropshire and Telford & Wrekin Statutory Safeguarding Partnerships.

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Not Applicable

C. Local Prices

The pharmacy contractor shall be paid according to the following:

- Annual Retainer - A retainer fee of £250 shall be paid at the start of the contract.
- Reimbursement of Date Expired Stock - Reimbursement at cost price (based on dm+d + VAT at the applicable rate) for drugs included in the agreed Palliative Care Stock List which have become date expired. This is provided that normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed. Payment will be made on the original purchase price of the stock, so a copy of the original purchase invoice should be retained for audit purposes.

Claims for the annual retainer and date expired stock must be made via the relevant modules within PharmOutcomes.

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 10.

D. Expected Annual Contract Values

Annual Retainer Fee	£250
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It is not possible to set an Expected Value for reimbursement of date expired stock.

Claims for the annual retainer and date expired stock must be made via the relevant modules within PharmOutcomes.

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification
Patient Safety				
NHS to NHS Concerns: The Provider will participate in local intelligence gathering systems and report and respond to NHS2NHS concerns via the central ICB reporting portal	100%	Submission of concerns raised by and about the provider to the ICB via quality.stwccg@nhs.net	By exception	All
Incident Reporting: The Provider must comply with the NHS Serious Incident Framework and the Never Events Policy Framework, or any framework which replaces them, as applicable. The Provider must ensure that it is able to report Patient Safety Incidents to the National Reporting and Learning System (NRLS) and to any system which replaces it.	100%	Assurance to be provided to the ICB via the ICB Medicines Management Team (stw.motqueries@nhs.net) that action plans resulting from an investigation are completed.	By exception	All

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Any areas shaded in grey are shown as not applicable for this Contract:

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the Schedule of Approved Collections published at: https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally			
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.11</i>)	To be confirmed	PharmOutcomes	Activity and Finance will be reported using PharmOutcomes
2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	As required	By email	Information to be supplied to the ICB Medicines Management Team (stw.motqueries@nhs.net) on an exception basis as and when the provider becomes aware of a concern.
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	As required	By email	Information to be supplied to the ICB Medicines Management Team (stw.motqueries@nhs.net) on an exception basis as and when the provider becomes aware of a concern.

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4. Summary report of all incidents requiring reporting	As required	By email	Information to be supplied to the ICB Medicines Management Team (stw.motqueries@nhs.net) on an exception basis as and when the provider becomes aware of a concern.
Local Requirements Reported Locally			
Ad-hoc Reporting	As and when requested	As requested	Submitted within 10 working days of request, subject to nature of reporting request to: general.reporting@nhs.net

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

NOTE: This Schedule 6E applies only where the Provider is appointed to act as a Data Processor under this Contract

1. SCOPE

- 1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 6E.
- 1.3 This Schedule 6E applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Schedule, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.
- 2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- 2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6E:
- (a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature, scope, context and purposes of processing the data to be protected;
 - (ii) likelihood and level of harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6E (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
 - (iii)
 - (A) are aware of and comply with the Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).
 - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
 - (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;
 - (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data,
 - (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and
 - (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.
- 2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Schedule 6E, it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
 - (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6E);
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) becomes aware of or reasonably suspects a Data Loss Event; or
 - (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.
- 2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

- 2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.
- 2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:
- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
 - (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.
- 2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-Contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12 (*Assignment and Sub-Contracting*), before allowing any Sub-processor to process any Personal Data related to this Schedule 6E, the Provider must:
- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Co-ordinating Commissioner;
 - (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6E and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6E, containing:
- (a) the categories of processing carried out under this Schedule 6E;

- (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
 - (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6E; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Provider must comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.
- 2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A Data Processing Services

The Provider will act as a Data Processor on behalf of one or more of the Commissioners for the purposes of this Contract.

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing issued by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Commissioner (s) for which Data Processing Services are to be performed	NHS Shropshire, Telford & Wrekin ICB
Subject matter of the processing	Pseudonymised data is to be submitted by the Provider to the ICB to evidence activity undertaken.

Description	Details
	Data relating to patient safety or satisfaction is to be submitted by the Provider to the ICB. This could contain patient identifiable information.
Duration of the processing	Duration of the Contract Term.
Nature and purposes of the processing	<p>The following datasets are required to be submitted by the Provider for this contract to support the commissioned activity</p> <ul style="list-style-type: none"> • <u>Local Provider Flow</u> - Data will be submitted by the Provider via PharmOutcomes. Only high level summary information will be visible by the ICB, not patient level detail. • <u>Patient Safety/Satisfaction</u> - The provider will inform the ICB of any incidents, concerns, complaints or compliments either by phone, email or via an upload tool, such as Ulysses or STEIS. This detail will be used for the purpose of patient safety and satisfaction. This information could include patient identifiable detail (sensitive). <p>For incidents/complaints this data includes:</p> <ul style="list-style-type: none"> • NHS Number • Name • Address • Date of Birth • Address • Clinical diagnosis/Care Plan • GP Practice <p>Sight of this data is restricted to the nominated individual within the ICB, such as the Senior Quality Lead, and only accessed based on explicit need.</p> <p>For concerns raised by providers via the NHS to NHS concern route, this does not include patient identifiable data. However, if this is required to investigate the concern this will be shared with the designated Quality Lead and managed in a controlled way.</p> <p>For medication incidents, if this relates to a critical incident or if there is concern involving a specific theme, the ICB Lead extracts the patient's NHS number, date of birth and incident detail via Ulysses. Using this detail, the incident is investigated with the Locality Technician who raises this with the patient's responsible GP Practice. Permission is sought from the GP Practice to access the patient's record. The information accessed is limited to the relevancy of the incident and the purpose is to ensure the welfare of the patient and that patient safety is maintained.</p> <p>The purpose of the data collection is to meet the contractual requirements of the provider and the commissioner. The lawful basis for sharing the data under GDPR is:</p> <ul style="list-style-type: none"> • Art. 6 (1) (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. • Art. 9 (2) (h) for the provision of health care or treatment

Description	Details
Type of Personal Data	Data items provided to the ICB by the provider is as specified in Schedule 6 Part A. Only high level summary information will be visible by the ICB, not patient level detail. Patient identifiable information may be received by the ICB in relation to any patient safety/satisfaction concerns.
Categories of Data Subject	Patients using the Service who are the responsibility of NHS Shropshire, Telford & Wrekin ICB.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The data submitted by the Provider to the ICB will be kept on internal record in line with NHS Records Management Code of Practice 2021: https://www.nhs.uk/media/documents/NHSX_Records_Management_CoP_V7.pdf .

Annex B - Definitions

In this Schedule the following words and phrases have the following meanings:

Data Processing Services the data processing services described in Annex A to Schedule 6E

Data Protection Impact Assessment an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data

Data Loss Event any event that results, or may result, in unauthorised processing of Personal Data held by the Provider under this Contract or Personal Data for which the Provider has responsibility under this Contract including without limitation actual or potential loss, destruction, corruption or inaccessibility of Personal Data, including any Personal Data Breach

Data Subject Access Request a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data

Processor Data is any data processed by the Provider in connection with the Data Processing Services

Protective Measures appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures

SCHEDULE 7 – PENSIONS

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:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and

must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:

- 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;
 - 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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