

## SCHEDULE 2 – THE SERVICES

### A. Service Specification

*This is a non-mandatory model template for local population. Commissioners may retain the structure below, or may determine their own in accordance with the NHS Standard Contract Technical Guidance.*

<b>Service Specification No.</b>	Derm01
<b>Service</b>	Community Dermatology Service
<b>Commissioner Lead</b>	Sharon King – Head of Commissioning, Staffordshire and Stoke-on-Trent CCGs
<b>Provider Lead</b>	
<b>Period</b>	01/06/21 – 31/05/24 with option to extend for 2 years
<b>Date of Review</b>	01/06/22

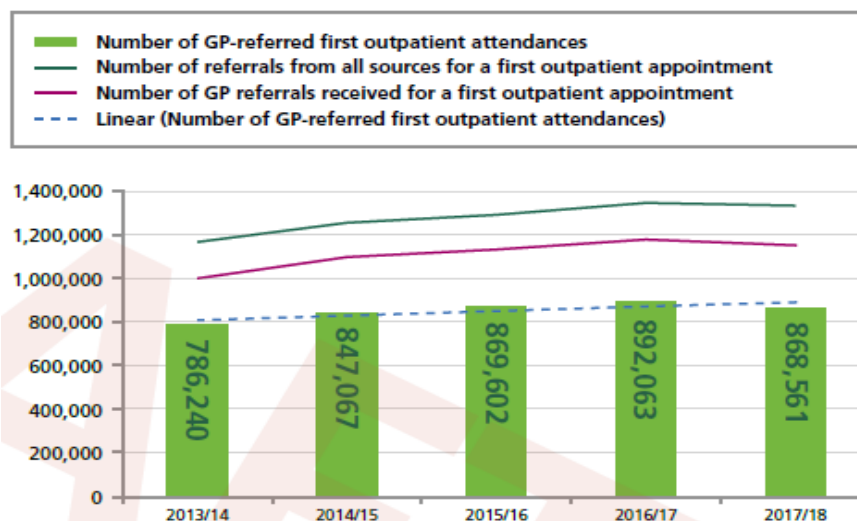
#### 1. Population Needs

##### 1.1 National & Local context

- 1.1.1** Skin disease is common and distressing, more than half the population are affected annually. It is estimated that of the nearly 13 million people presenting to General Practitioners with a skin problem each year in England and Wales, around 880,000 are referred for specialist advice. Between 2013/14 and 2017/18 GP referrals for dermatology increased by 15% to 1.16 million per year.

##### **Dermatology (national data):**

Actual number of referrals from all sources for a first outpatient appointment,  
Number of GP referrals received for a first outpatient appointment and  
Number of GP-referred first outpatient attendances



Source: National Commissioning Data Repository  
<https://www.ardengemcsu.nhs.uk/services/commissioning-support/nationalcommissioningdatarepository/>

- 1.1.2** While there are well over 1000 dermatological diseases, 10 of them (eczema, psoriasis, acne, urticaria, rosacea, infections/infestations, leg, ulcers and stasis eczema, lichen planus and drug rashes) account for 80% of consultations for skin disease in General Practice. Specially collected data from four specialist Dermatology departments in England

show that specialists most commonly see people with skin lesions (35-45%), eczema, psoriasis and acne.

**1.1.3** In the UK in 2015 there were 158,007 new cases of skin cancer, of which 15,906 were melanoma skin cancer. There were 3,604 deaths from skin cancer of which 2285 (63%) deaths were from melanoma skin cancer.

**1.1.4** Although it is the case that the commonest disorders are not life threatening, if not treated appropriately Service Users can suffer harm and longer term health problems. Many of the rarer and some of the severe common skin conditions have an associated morbidity and mortality thus early and accurate diagnosis is critical to suitable management. For those disorders that are not life threatening, the psychological impact on everyday life, work, social interaction and healthy living are substantial.

**1.1.5** Increases in the prevalence of skin disease, advances in treatment and changing behaviour/expectations amongst Service Users, has led to increasing demand on Dermatology services over the last 10-15 years. Secondary care hospital services face increasing challenges in relation to increasing volumes of referral and waiting time standards, and local health care systems are required to consider innovative solutions to support management of demand. The NHS in England has driven forward a strategic vision to provide the Right Care, by the Right Person, in the Right Place and the Right Time. This vision is underpinned by a number of national strategies, for example the Five Year Forward View (2014), the NHS Constitution (2009), Next Stage Review (2008) and High Quality Care for All (2009).

**1.1.6** Commissioners welcome innovative approaches to the delivery of community Dermatology services that, in particular, would further reduce the % of activity being referred into the acute sector and increase the level of self-care amongst the public. Approaches focussed on partnerships between providers (including third and acute sectors) would be supported if Service User and service outcomes were enhanced.

## 2. Outcomes

### 2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	X
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	<input type="checkbox"/>
Domain 4	Ensuring people have a positive experience of care	X
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	X

### 2.2 Local defined outcome

Priority 1	Better and More: A community focused model of care	✓
Priority 2	Improved care and outcomes for people with LTC's	✓
Priority 3	Use patient experience to improve quality of care	✓
Priority 4	Deliver "Must Do's"	✓
Priority 5	Promote self-management of care and shared decision making	✓

- Enable well supported self-management. (Association of the British Pharmaceutical Industry, 2018) by ensuring that Service Users are provided with education regarding the condition, treatment and impact this may have on their lifestyle.
- Service Users receive the right treatment and care in the most appropriate setting (Royal College of General Practitioners, 2018)
- To ensure all Service User experiences are reported as positive and that they would recommend the service to family and/or friends.
- To ensure good access to dermatology services and equity of provision across the demographic area in order to provide care closer to home.
- To utilise and support the development of skills of primary care Dermatologists, GPs with special interest in dermatology, dermatological medical practitioners, and specialist nurses.
- To ensure all onward referrals are of appropriate quality.
- To support the achievement of local and national waiting times by effectively managing demand for secondary care services

### 3. Scope

#### 3.1 Aims and objectives of service

The provider shall provide an integrated service model which is multi-disciplinary, has a single point of access and is based in the community, which aims to provide timely assessment, diagnosis and treatment of dermatological conditions and promote self-management where appropriate.

The overall aims and objectives of the service are:

- To provide a responsive Consultant led, multi-disciplinary, community based service.
- To provide access to high quality, safe care that gives timely, assessment, diagnosis, advice, support and treatment for Service Users according to their individual need;
- To provide and promote an Advice and Guidance service to GPs, providing advice on diagnosis and treatment to support GPs to manage appropriate service users within primary care and make quality appropriate referral with the correct pre-referral work carried out.
- To undertake the specialist triage of dermatology referrals to ensure Service Users are seen in the right place, by the right person at the right time and actively manage inappropriate referrals through education and support
- To provide routine, clinically appropriate diagnosis and treatment of acute dermatological conditions on the same day as the first appointment, where appropriate.
- Avoid unnecessary referrals to secondary care.
- Achieve improved outcomes for Service Users, utilising evidence based outcome tools;
- For Service Users that do require secondary care, to develop common pathways of care ensuring there is no unnecessary duplication, and to promote the integration and coordination of services across primary care and accredited secondary care providers;
- To provide comprehensive information and care plans to the referring GP enabling them to resume the long term care of the Service User.

#### 3.2 Service description

**3.2.1** The Provider shall offer advice and guidance to referrers, clinical triage, assessment, diagnostics and treatment not limited to but including for the following conditions.

- Rashes of diagnostic uncertainty (where no concerns of malignancy exist)
- Inflammatory disorders not responding to GP treatment, e.g. lichen planus
- Moderate psoriasis for treatment principally with topical therapies and phototherapy
- Service Users with acute vasculitic rash (less than 4 weeks duration) and are well without obvious systemic symptoms (renal / abdominal symptoms etc)
- Moderate eczema for treatment principally with topical therapies and supervision by nurses/health visitors; phototherapy

- Other moderate inflammatory dermatoses that are poorly controlled despite treatment from the GP
- Non Scarring localised alopecia
- Keloid scars (excludes surgery)
- Urticaria
- Solar Lentigo
- Benign Naevi (for diagnosis as removal non commissioned for cosmetic purposes)
- Non Scarring Nail dystrophy
- Bowens Disease (for diagnostic purposes as should be managed by GP)
- Benign lesions (excludes surgery and procedures unless follows Excluded and Restricted Policies)
- Symptomatic lesions such as Pyogenic granulomata, Dermatofibromata
- Basal Cell Carcinoma
- Dermatological conditions of the genitalia
- Severe Acne or scarring ( e.g. where Isotretinoin treatment is required)

The Provider shall provide either directly or have subcontracting arrangements to deliver the following diagnostic services and interventions;

- Biopsy
- Skin surgery
- Cryotherapy
- Oral and topical treatments.
- Patch Testing
- Phlebotomy
- Haematology
- Histopathology
- Biochemistry
- Immunology
- microbiology
- Imaging
- Ultraviolet B (UVB) phototherapy

In addition the service may offer a range of specialist nurse led care including:

- Camouflage
- A range of dressings to support the treatment and management of appropriate skin conditions

### 3.2.2 Pre-referral

The provider shall provide clinical education to health professionals within the CCG localities to support self-care of Service Users and management in primary care.

The Provider shall ensure that they offer virtual advice and guidance to clinicians who are unsure of whether a Service User requires a referral. Requests for advice and guidance will be responded to within 2 working days. This will include the use of tele-dermatology where appropriate

### 3.2.3 Referral

The Provider will triage all dermatology referrals with the exception of 2 week wait referrals which will be made directly to acute providers. Referrals to the Community Dermatology Service will be made by GPs via RAS on ERS using a referral form as agreed with Commissioners. Where referrals are incomplete/ provide insufficient information, or the Service User doesn't meet the referral criteria, the Provider will contact the referring GP to clarify/provide education as required; feedback on the use of

this form will feature in the program of training/education provided for primary care clinicians by the provider.

Service Users who were referred to the Provider within the preceding 12 months, can self-refer or be re-referred to the service by their GP for the same condition, and this will not constitute a 'new' referral.

### 3.2.4 Triage

The service will triage all referrals within 48 hours of receipt of referral. The outcome of triage will be:

- Assessment within the service.
- The Service User is referred to secondary care, for an opinion or surgical procedure not within the remit of the service and/or red flags via ERS ensuring Service Users are offered choice.
- 2 week wait referral to cancer services where the referral indicates a suspicion of cancer (taking into account Service User choice). The provider shall have robust pathways in place between themselves, the GPs and Secondary care to facilitate this.
- Inform the referrer if the referral does not meet criteria for the service including Excluded and Restricted Procedures Policy criteria
- Contact the GP to request more information to assist in triage where necessary

### 3.2.5 Assessment

The Service User will be assessed using a range appropriate diagnostic tests and procedures. The Provider shall arrange diagnostic tests for all Service Users who have not received the required diagnostics before entering the service where clinically appropriate. Service Users will receive diagnostic tests within six weeks of referral. The Provider will collate information from diagnostics already undertaken during the Service User care pathway to avoid repetition and duplicated cost, and will ensure the results of any diagnostics undertaken are conveyed to a subsequent provider where onward referral is required. The outcome of assessment will be that:

- The Service User is given a diagnosis and offered treatment, including prescribed medication.
- The Service User is referred to secondary care, for an opinion or surgical procedure not within the remit of the service and/or red flags are present via ERS ensuring Service Users are offered choice.
- A 2 week wait referral to cancer services is made where the referral indicates a suspicion of cancer (taking into account Service User choice). The provider shall have robust pathways in place between themselves, the GPs and Secondary care to facilitate this.
- The Service User is given advice and management plan

The Provider shall ensure that each Service User is provided with the following condition-specific information which includes:

- Results of the assessment, including diagnostic tests, description of their condition and its implications and treatment options using a range of aids e.g. videos, leaflets, and questionnaires to support Service Users in making informed decisions about their care. The Provider shall ensure the Service User is fully aware of their options including the use of Patient Decision Aids as appropriate. Where applicable the Service User shall be directed to the Right Care shared decision making aids: <http://www.england.nhs.uk/rightcare/useful-links/shared-decision-making>

### 3.2.6 Treatment

The Provider will adopt a "One Stop Shop" model (where assessment, diagnostics and treatment is available in a single appointment)

The service will provide evidence based interventions following discussion with the Service User including:

- Minor operative procedures
- Education and self-management
- Drug Treatment Isotretinoin: All prescribing and monitoring and follow up care will be solely the responsibility of the provider, clear information to be shared with the referrer for the purpose of documentation only.
- Condition/treatment specific requirements e.g. pregnancy testing for female Service Users prescribed Isotretinoin
- For the removal of sutures etc. the Provider shall make provision for any care required to complete the treatment.
- If the Service User or the GP has concerns about the wound, for example the wound is not healing; the Service User will be reviewed promptly by the part of the same pathway.
- It is not envisaged that all Service Users will require a follow up, however this is at the discretion of the responsible clinician. If follow up occurs a clinical record shall be made of the consultation and the referring GP will be notified of the reason for the follow up and the outcome.
- Post procedural acquired infections will be the responsibility of the Provider. The service users will be seen as an emergency at the next available clinic appointment if clinically appropriate and, should secondary care management be necessary, the Provider will liaise with secondary care and provide the Commissioner with a Route Cause Analysis report within 72 hours of the complication being identified. Infection rates will be reported to the Commissioner as per Schedule 6A.

### 3.2.7 Discharge and onward referral

Onward referral or discharge will be discussed with the Service User. The referring GP will be communicated to appropriately once the Service User either leaves the service or is forwarded to another, explaining the course of action taken within the service and respective outcomes.

The Provider shall ensure typed treatment plans and discharge summaries will be sent to the Service User and Service User's GP and/or referring clinician within 2 working days.

Any ongoing primary care medication needs to be communicated to the GP with diagnosis, indication, dosage and duration within 5 days by usual electronic means. The Provider will ensure the Service User is aware that it will take up to 14 working days. A Service User management plan including any suggested changes in medication including any that have stopped or initiated.

Where treatment is not appropriate for community based services, or treatment has failed to provide sufficient improvement, an onwards referral is to be considered. The Provider shall ensure that the Service User is transferred to the appropriate specialty and that transfer documentation, including test results are complete so as to prevent unnecessary duplication or delays in the overall pathway of care and sent to the receiving trust within 7 days of decision to refer on.

### 3.3 Access

The Provider shall be sufficiently flexible to ensure that the Service Users have access to the service with extended operational hours between 08:00 – 18:30 Monday to Friday and Saturday 09:00 – 13:00. Additional/extended hours should be offered dependent on Service User need. Service Users will be offered an appointment to be seen face to face or virtually.

The provider will assess urgency of each referral after triage based on the information in the referral. Urgent referrals will be seen within 7 days. The referrer should include justification for requesting an urgent referral.

Consider urgent for the following conditions:

- Severe acne

- High risk BCC
- Scarring Alopecia
- Recurrent Infection
- Rapid growth of lesion
- Bleeding or blistering or rapidly growing Lesion
- Severe Eczema or Psoriasis
- Cutaneous Horn
- Bowens disease
- Severe Actinic Keratosis
- Phototherapy – Subsequent Course Only
- Facial Lesions

All service users requiring treatment will be treated within 18 weeks of referral. Routine conditions will include:

- Rashes of diagnostic uncertainty
- Moderate Acne
- Inflammatory disorder
- Moderate Eczema or Psoriasis
- Keloid Scars
- Urticaria
- Solar Lentigo
- Non-Scarring Nail dystrophy
- Pyogenic granulomata
- Dermatofibromata
- Benign Naevi
- Low Risk BCC (BCCs below the clavicle less than 1 cm)
- Conditions of Genitalia
- Diffuse alopecia and scarring

The Provider will adhere to the Commissioner's access policy. If not available the provider will agreed an access policy with the Commissioner.

The Provider will have robust booking system that ensures Service Users are always offered a choice of date and time for their appointment Cancellations of booked sessions are to be avoided; where unavoidable, Service Users will be given 48 hours' notice.

The Provider must ensure that Service User's confirm receipt of and acceptance of their appointment. The service will actively seek to reduce DNAs through the use of tools such as text messaging services and ensuring the service is fully accessible to meet Service User demand/need.

The provider shall use a risk and needs based approach in its response to DNAs which includes assessment in line with Children's and Adult Safeguarding Policies. Where a Service User, deemed vulnerable, has failed to attend an appointment they will be offered one further opportunity to attend before the provider returns the referral back to the referring GP.

Where a Service User provides prior notice that they are unable to attend an appointment, they are recorded as being 'Unable to Attend'. This is also known as a cancellation and will not amount to a DNA.

The Provider will have a telephone help line for Service Users. Service Users will be fully informed about their treatment options, have the ability to input into the decision about their care and will have the opportunity to discuss their treatment further at any point during their treatment journey.

### 3.4 Population covered



The Provider shall provide services to all Service Users registered with a General Practitioner in Cannock Chase Clinical Commissioning Group (CCG), Stoke on Trent CCG, South East Staffs and Seisdon Peninsula CCG, Stafford and Surrounds CCG and North Staffordshire CCG for whom the Commissioner is responsible for funding healthcare services.

### 3.5 Any acceptance and exclusion criteria and thresholds

The following exclusion criteria shall apply:

- Suspected skin cancers, (melanoma, SCC), including nail disorders where there is marked destruction of the nails or a pigmented streak possibly suggestive of melanoma
- Venous leg ulcers not responding to community treatment
- Suspected connective tissue disorders
- Mild to moderate acne which can be managed within Primary Care
- Vasculitis with duration more than 4 weeks and/or obvious systemic symptoms (renal / abdominal symptoms etc)
- Acitretin and systemic non-biological drugs that affect the immune response such as ciclosporin and methotrexate.
- Treatment using systemic biological therapies or apremilast.
- Complex paediatric dermatology
- Rash with systemic upset
- Treatment Psoralen plus ultraviolet A (PUVA) phototherapy
- Under the age of 16 years requiring a surgical procedure
- All referrals for procedure listed in the Excluded and Restricted Procedure Policy
- Any non-standard treatment for unique cases that has not been approved through the Commissioner's Individual Funding Request process
- Any Service User that is not registered with one of the Commissioners' GP Practices.

### 3.6 Whole System working

The service shall have seamless pathways from and into the other services provided under separate contract with the Commissioners to ensure Service Users move smoothly through the pathway by facilitating appropriate partnership working

The service must work collaboratively with primary care and other stakeholders in the local health economy to deliver the care pathway across primary, community and secondary care and will engage key stakeholders in the improvement and delivery of the Service.

#### 3.26 Research

The Provider shall adopt and develop innovative ways of working, upon agreement with the Commissioner, and consider the following

The provider shall engage with research projects funded by NIHR (National Institute for Health Research), NHS or educational providers.

The provider shall promote research and innovation and the use of research evidence. The provider may also have to facilitate access for University Researchers. The provider shall comply with the Research Governance Framework for Health and Social Care.

#### 3.27 Medicines Optimisation

General requirements



The specifications in this section are to satisfy the Commissioner that the Provider has given due regard to medicines optimisation requirements as part of the clinical governance arrangements that must underpin the service. The scope of 'medicines optimisation' is covered by NICE Guideline 5, Medicines Optimisation, March 2015.

The Provider will develop and maintain organisational policies that reflect the standards of care and patient safety that might reasonably be expected from such a Provider and ensure that the policies and procedures are effectively communicated throughout the organisation.

Such policies may be developed in accordance with information published by NICE, DH, or other relevant professional bodies such as the British Association of Dermatologists.

The Provider shall be responsible for ensuring that all clinicians are aware of the specifications in this section and where clinically appropriate shall ensure its clinicians comply with the following:

- The Policy of Excluded and Restricted Procedures
- Prescribing Commissioning Policy
- The CCG Individual Funding Request process
- Policy for Conditions for which over the counter items should not routinely be prescribed in primary care. Note that a number of minor dermatological conditions are considered suitable for self-care. See specific and general exclusion criteria in this policy which determine whether or not a prescription should be issued for an item that is available for over the counter purchase for the treatment of minor dermatological conditions such as dry skin, cold sores, cradle cap, contact dermatitis, dandruff, mild to moderate hyperhidrosis, insect bites and stings, mild acne, minor burns and scalds, athlete's foot, ringworm, sunburn and warts/verrucae.
- North Staffordshire Joint Formulary especially section 13 entitled "Skin". Clinicians working for the Provider are expected to prescribe drugs that are recommended in the formulary. Drugs that do not appear in the formulary are by default "non-formulary". Note that NICE recommendations on the use of medicines or devices other than an HTA are discretionary and prescribing will need to be agreed with the commissioners. Also note that formulary drugs classified as "red drugs" are generally suitable for prescribing by secondary care but in certain circumstances exceptions can be made and advice must be sought from the commissioners on this matter. If a non-formulary product is required or if a red drug may need to be prescribed in primary care (in exceptional circumstances) then prior approval must be sought from the medicines optimisation team at the CCG.
- Wound Care Formulary

The Provider shall not ask GPs to prescribe drugs which expert clinical opinion (e.g. MTRAC, NICE) does not recommend for GP use. Similarly the Provider will not initiate and discharge patients with medication which are being used against guidance from NICE, MHRA, CSM, or other national bodies.

The Provider shall not request GPs to prescribe drugs for use outside of their licensed indications, unless there is a substantial body of evidence to support the request and this is summarised and shared with the patient's General Practitioner at the time of request.

The Provider shall not ask GPs to prescribe unlicensed drugs except in cases where there is no alternative licensed treatment or off label treatment suitable for the patient. Unlicensed treatment recommendations must be backed up with clinical evidence or experience with regards to safety and efficacy. Unlicensed and off-label treatment by definition is "non-formulary" and therefore prior approval must be sought from the medicines optimisation team at the CCG.

The Provider will support any locally, regionally or nationally agreed prescribing initiative to improve the quality or cost-effectiveness of prescribing.

Prescribing requirements

The provider is responsible for the supply of a prescription for any new treatment. The supply must cover a minimum of 28 days treatment. The cost of all appliances or medicines will be met by the Provider unless the particulars of any specific agreement with the Commissioner are applicable.

The Provider should ensure that generic drug names are used except where this is clinically inappropriate.

The Provider will ensure the patient's General Practitioner receives an accurate record of all medication prescribed to the patient in the clinic. The clinic letters should also state which medicines have been stopped and the reason why. A Read Code diagnosis should also be clearly linked to initiation or recommendation of any new medicines the Provider wishes the GP to continue prescribing.

If the provider continues prescribing the treatment after initiation then this information should be conveyed to the patient's GP so that patient's general practice clinical record is accurately maintained.

The Provider shall ensure that all patients being discharged from their care have sufficient information to use any medicines supplied by the provider safely and effectively.

#### Patient and Drug Safety Alerts and Error Reporting

The Provider must have systems to receive and comply with alerts regarding medicines from the Chief Medical Officer, Chief Pharmaceutical Officer, MHRA Drug Alerts and MHRA Drug Safety Updates. The Provider must provide evidence with regards to implementation of such alerts if asked to do so by the Commissioner.

The Provider shall have a documented process for assessing and acting upon patient safety alerts issued by the National Reporting and Learning System (NRLS) and for implementing any recommendations made.

The Provider should have an error and near misses reporting system within the service that also captures incidents relating to prescribing and medicines usage. If requested by the Commissioner, the Provider should furnish reports on near-misses, errors and adverse events/incidents relating to prescribing and medicines use (this may be part of a wider safety report).

The Provider shall report (as an incident) to the Commissioners (Quality Department) any medication errors noted on first or subsequent contact with the patient – such errors may have for example occurred during prescribing or dispensing process in the community.

The Provider shall support the Commissioners (Quality Department) to review any Datix® reported medication errors originating from the Provider.

#### Clinical Trials

If the Provider intends to act as a sponsor for clinical trials then the Provider must present the relevant organisational policy and any related documentation to the Commissioner before recruiting patients who are registered with Staffordshire General Practices.

Patients recruited into clinical trials for drugs must receive a full explanation of the nature of the trial, and fully understand that there is no commitment on the part of the Commissioner to fund ongoing treatment at the end of the trial. The Provider shall ensure that patients should understand that this is irrespective of any significant benefit that may be gained from the trial treatment.

In cases where treatment cannot be stopped at the end of the trial, exit arrangements and ongoing funding arrangements must be agreed with the Commissioner prior to commencement of the trial.

### 3.28 Management of Risk

Compliance with the Data Protection Act, DOH consent to treatment policies, COSHH regulations, Medicines Control Agency, Indemnity Insurance, Risk Assessment.

Service Users will have a single structured, multi-professional health record that can demonstrate support of integrated and continuity of care. The service management of Service Users health records will concord at all times with the most up to date guidance provided by the Department of Health and the service will be required to provide a named Caldicott Guardian. The Provider will need to ensure the storage of patient records are secure and plans are in place to protect Service User personal information as per NHS Information Governance requirements.

### 3.29 Equipment

The Provider will be responsible for supplying and purchasing all consumables for the service; this, including any VAT payable, is inclusive of the agreed tariff. In addition to this Providers will ensure that equipment is maintained in line with the manufacturer's guidelines.

The Provider will provide such IM&T systems and infrastructure as is necessary to support the delivery of the service, contract management and business processes. There is an expectation that the provider will work with local IT initiatives to improve the interoperability of systems used within the community.

### 3.30 Workforce and Accreditation

The Provider shall ensure it delivers the core services with a team comprised of suitably qualified and accredited practitioners capable of delivering this specification. The Provider shall include within this service, appropriate access to a Dermatologic specialist to provide clinical support to the service and to advise on more complex cases that may be presented.

The service will be a consultant-led service, where a consultant retains overall clinical responsibility for the service, care professional team or treatment. The Provider shall be responsible for ensuring that (where relevant) their clinical and / or non-clinical staff are up to date with all statutory and mandatory training, have professional registration and accreditation (e.g. GPSI, COSI), have appropriate medical indemnity insurance and have an annual appraisal.

## 4. Applicable Service Standards

### 4.1 Applicable national standards (e.g. NICE)

Care Quality Commission registration

Compliance with the Equality Act 2010, the Human Rights Act 1998; and the principles, rights and pledges set out in the NHS Constitution evidenced by a full equality impact assessment (EQIA), and resultant action plan as required, within 3 months service commencement and the repeated annually.

A number of key clinical guidelines and technology appraisals are also applicable to this specification, including, but not limited to, the following:

- Atopic Eczema: NICE
- Atopic Dermatitis: NICE
- Eczema: NICE
- Psoriasis: NICE
- Psoriatic Arthritis: NICE
- Guidance on referral for suspected Cancer
- NHS Outcomes Framework
- Guidelines for the management of Basal Cell Carcinoma NICE & BAD

12. [http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\\_122944](http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_122944)

#### 4.2 Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)

##### British Association of Dermatologists:

<http://www.bad.org.uk/healthcare-professionals/clinical-standards/clinical-guidelines>

##### Nice Guidance

- British Association of Dermatology Guidance
- Improving Outcomes Guidance

#### 4.3 Applicable local standards

##### 4.3.1 The Provider shall ensure relevant representation is made at the following networks:

- Local Cancer Network
- Acute Provider Skin Cancer MDT Meetings (where relevant)
- GPwSI community skin cancer MDT (4 times yearly including audit and teaching)

Compliance to Excluded and Restricted Procedures Policy 2017 – evidenced by 6 monthly audits against the policy as directed by the Commissioner.

Audit of referrals to secondary care as directed by the Commissioners

<https://www.stokeccg.nhs.uk/generic-publications/page-documents/299-excluded-restricted-procedures-policy/file>

<https://www.staffordsurroundsccg.nhs.uk/about-us/our-policies/clinical/506-excluded-and-restrict-procedures-policy-2017/file>

<http://www.southstaffordshirejointformulary.nhs.uk/docs/pc/>

<http://www.northstaffordshirejointformulary.nhs.uk/>

Compliance with prior approval for any high cost excluded PbR drugs.

Compliance with Individual Funding Requests. The provider shall be responsible for completing the IFR forms.

#### 5. Applicable quality requirements and CQUIN goals

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

##### 5.2 Applicable CQUIN goals (See Schedule 4D)

CQUIN Goals will be linked to the outcome measures which will be proposed to the provider.

##### 5.3 Applicable data requirement (see Schedule 6)

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#### 6. Location of Provider Premises

##### 6.1 The Provider's Premises are located at:

The provider is expected to review and tailor the location of premises to meet the needs of the service users. The Provider will have or source appropriate facilities and equipment to undertake the service. Facilities that are essential to delivering the service include:

- Consultation rooms with good lighting & adequate facilities for diagnosis & treatment procedures including rooms suitable for provision of minor surgical procedures and compliant with national and local guidelines relating to infection control and Service User privacy/dignity
- Adequate and appropriate equipment available to undertake procedures and include emergency equipment e.g. anaphylaxis
- Reception and waiting area with sufficient capacity to accommodate Service Users
- Sufficient onsite service user parking
- Good accessibility by public transport.

#### 7. General Responsibilities of Service

## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
<b>E.B.3</b>	<b>Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral</b>	<b>Operating standard of 92% at specialty level (as reported to NHS Digital)</b>	<b>See RTT Rules Suite and Recording and Reporting FAQs at:</b> <a href="https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/">https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/</a>	<b>Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold</b>	<b>Monthly</b>	<b>Services to which 18 Weeks applies</b>
	Diagnostic test waiting times					
<b>E.B.4</b>	<b>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test</b>	<b>Operating standard of no more than 1%</b>	<b>See Diagnostics Definitions and Diagnostics FAQs at:</b> <a href="https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-">https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-</a>	<b>Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</b>	<b>Monthly</b>	<b>A CS CR D</b>

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Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
			<a href="#"><u><i>diagnostics-waiting-times-and-activity/</i></u></a>			

The Provider must report its performance against each applicable Operational Standard through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.38 apply.



## SCHEDULE 4 – QUALITY REQUIREMENTS

### B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	See RTT Rules Suite and Recording and Reporting FAQs at: <a href="https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/">https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/</a>	£2,500 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
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: <a href="https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour">https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour</a>	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

The Provider must report its performance against each applicable National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the National Quality Requirements shown in ***bold italics***, the provisions of SC36.38 apply.

## 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
Referrals will be triaged within 48 hours of receipt	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Routine: Patients shall be offered an initial appointment within 18 weeks from receipt of referral	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Urgent: Patients shall be offered an initial appointment within 7 operational days from receipt of referral	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Advice and Guidance requests shall be to be responded to within 2 operational days	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Onward referrals shall be sent to the receiving Trust within 7 operational days of decision to onward refer  [The referral should include all relevant reports/diagnostics]	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Patients shall report a positive experience and that they would recommend the service to family or friends	90%	Reported via SQPR in Excel format	General Condition 9	Quarterly	Derm01

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
Discharge summaries will be sent to the patients GP and/or referring clinician within 2 operational days of discharge  [This should include typed treatment plans]	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
DNA rate	<7.5%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Appointments cancelled more than once within 1 month of the appointment date, for reasons of a non-clinical or operational nature.	<1%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01
Non-urgent medication requirements shall be sent electronically to the patients GP within 5 operational days of discharge.  [This should include diagnosis, indication, dosage and duration]	95%	Reported via SQPR in Excel format	General Condition 9	Monthly	Derm01

## SCHEDULE 4 – QUALITY REQUIREMENTS

### D. Commissioning for Quality and Innovation (CQUIN)

EITHER:

**CQUIN Table 1: CQUIN Indicators**

<p>Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years</p>
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**CQUIN Table 2: CQUIN Payments on Account**

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance

Commissioner	Payment	Frequency/Timing	Agreed provisions for adjustment of CQUIN Payments on Account based on performance

**OR:**

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.15 apply to this Contract.

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **E. Local Incentive Scheme**

**Insert text locally in respect of one or more Contract Years, or state Not Applicable**

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

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
<b>National Requirements Reported Centrally</b>				
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at <a href="https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections">https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections</a> 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	<b>All</b>
2. Patient Reported Outcome Measures (PROMS) <a href="https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms">https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms</a>	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	<b>All</b>
<b>National Requirements Reported Locally</b>				
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 by the First Reconciliation Date under SC36.28, or under SC36.31</i> )	Monthly	<p>A monthly Excel document at minimum detailing activity split by:</p> <p>A minimum dataset</p> <ul style="list-style-type: none"> <li>• GP Practice Code</li> <li>• GP Practice Name</li> <li>• CCG</li> <li>• Date Referral Received</li> <li>• Appointment Date</li> </ul>	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, where applicable	<b>All</b>



	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
		<ul style="list-style-type: none"> <li>• Attendance Type e.g. first, follow-up</li> <li>• Classification e.g. Rashes New, Cryotherapy, Outpatient Surgery, Daycase Surgery, Phototherapy, Severe Acne, Severe Acne Prescription, Patch Testing</li> <li>• Cost</li> <li>• Patient ID</li> <li>• Appt. Location</li> </ul>		
<p>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:</p> <ol style="list-style-type: none"> <li>details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred;</li> <li>details of all requirements satisfied;</li> <li>details of, and reasons for, any failure to meet requirements;</li> <li>report on performance against the HCAI Reduction Plan</li> </ol>	Monthly	[For local agreement]	Within 15 Operational Days of the end of the month to which it relates.	<p><b>All</b></p> <p><b>All</b></p> <p><b>All</b></p>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
				<b>All except 111</b>
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	[For local agreement]	[For local agreement]	[For local agreement]	<b>All</b>
4. <del>Report on performance in respect of venous thromboembolism, catheter-acquired urinary tract infections, falls and pressure ulcers, in accordance with SC22.1.</del>	<del>Annual</del>	<del>[For local agreement]</del>	<del>[For local agreement]</del>	<del>A</del>
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement]	[For local agreement]	[For local agreement]	<b>All</b>
6. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	<b>All</b>
7. Summary report of all incidents requiring reporting	Monthly	The Provider shall submit a monthly report (to include a rolling 13 month data set). detailing all incidents including patient safety incidents, serious incidents, Never Events and local avoidable events by area. Report will include any exception reports.	[For local agreement]	<b>All</b>
8. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	<b>All</b>

		Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
9.	Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 ( <i>Staff</i> )	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	Report showing (at minimum) <ul style="list-style-type: none"> <li>• Split of workforce by role and Whole Time Equivalent</li> <li>• [to include clinical and non-clinical staff]</li> <li>• Staff professional registration maintained               <ul style="list-style-type: none"> <li>• Numerator, denominator and percentage</li> </ul> </li> <li>• Annual mandatory training compliance [to include clinical and non-clinical staff] Numerator, denominator and percentage</li> <li>• Confirmation of safe staffing numbers</li> <li>• Report evidencing regular communication to staff regarding awareness of clinical policies e.g. FGM</li> </ul>	[For local agreement]	<b>All</b>
10.	Report on compliance with the National Workforce Race Equality Standard.	Annually	[For local agreement]	[For local agreement]	<b>All</b>
11.	Report on compliance with the National Workforce Disability Equality Standard.	Annually	[For local agreement]	[For local agreement]	<b>All</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
12. Report on progress against Green Plan in accordance with SC18.2	Annually	[For local agreement]	[For local agreement]	All
<b>Local Requirements Reported Locally</b>				
Number of patients who have their appointments cancelled more than once within 1 month of the appointment date, for reasons of a non-clinical or operational nature.		<p>Excel Document</p> <p>To include numerator and denominator</p> <p>Split by:</p> <ul style="list-style-type: none"> <li>• Clinical</li> <li>• Operational</li> </ul>	<p>The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement.</p> <p>[Otherwise, for local agreement]</p>	<b>Derm01</b>
Number of referrals received		<p>Excel Document</p> <p>Split by</p> <ul style="list-style-type: none"> <li>• CCG</li> <li>• Source of referral e.g. hospital transfers/choice and referral centre, GP referrals)</li> </ul>		<b>Derm01</b>
Number of referrals rejected		Excel Document		<b>Derm01</b>

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
		<ul style="list-style-type: none"> <li>Split by reason for rejection</li> </ul>		
Number of first appointments		<p>Excel Document.</p> <p>Split by outcome e.g.:</p> <ul style="list-style-type: none"> <li>same day and follow-up surgery same day and follow-up treatment</li> <li>onward referral</li> <li>discharged back to GP with advice</li> </ul>		<b>Derm01</b>
Onward Referrals		Number of patients referred to secondary care providers, split by CCG, provider and reason for onward referral		<b>Derm01</b>
Number of follow-ups		<p>Excel Document</p> <p>Split by:-</p> <ul style="list-style-type: none"> <li>post-operative</li> <li>other</li> </ul> <p>First to follow-up ratio</p>		<b>Derm01</b>
Number of patients diagnosed		Excel Document		<b>Derm01</b>

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
[Include only patients with a diagnosis made within the reporting month]		Split by condition		
Number of treatments		Excel document. Split by treatment type e.g. <ul style="list-style-type: none"> <li>• Phototherapy</li> <li>• cryotherapy</li> <li>• Surgery</li> </ul>		Derm01
Post-operative complications		<ul style="list-style-type: none"> <li>• Quality report detailing:- <ul style="list-style-type: none"> <li>• Number of complications split by complication type</li> <li>• Lessons learnt</li> </ul> </li> <li>• Complication Rates – by type of procedure <ul style="list-style-type: none"> <li>• Numerator, denominator and percentage [complication rate]</li> </ul> </li> </ul>		Derm01
Risk Report		<ul style="list-style-type: none"> <li>• A thematic report showing risks identified, mitigating actions and assurance that risks are reviewed</li> </ul>		Derm01
Infection Report		Excel Document <ul style="list-style-type: none"> <li>• Number of infections reported. Split by:-</li> <li>• Condition/primary diagnosis and infection type e.g.:- <ul style="list-style-type: none"> <li>• Sepsis, VTE, MRSA, MSSA</li> </ul> </li> </ul>		Derm01
DNA		<ul style="list-style-type: none"> <li>• Number of Did Not Attend by new and FU (against total period appointments)</li> <li>• Numerator, denominator and percentage</li> </ul>		Derm01

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	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
Routine: Patients offered an initial appointment within 18 weeks from receipt of referral		Numerator and denominator		Derm01
Urgent: Patients offered an initial appointment within 7 operational days from receipt of referral		Numerator and denominator		Derm01
Discharge summaries sent to the patients GP and/or referring clinician within 2 operational days of discharge [This should include typed treatment plans]		Numerator and denominator		Derm01
Non-urgent medication requirements sent electronically to the patients GP within 5 operational days of discharge.		Numerator and denominator		Derm01



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

### B. Data Quality Improvement Plans

*This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s43 of the Contract Technical Guidance, which requires commissioners and providers to agree DQIPs in the areas below.*

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
[Providers of maternity services - improving the accuracy and completeness of Maternity Services Data Set submissions]				
Insert text locally				

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

### C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents
<ul style="list-style-type: none"> <li>Follow the Serious Incident Framework (2015) - <a href="https://improvement.nhs.uk/documents/920/serious-incident-framework.pdf">https://improvement.nhs.uk/documents/920/serious-incident-framework.pdf</a> and where access is granted, report Serious Incidents (SIs) via the Strategic Executive Information System (StEIS) within the timescales as stipulated in the framework.</li> <li>Where the provider has no access to Strategic Executive Information System (StEIS) for reporting. The provider will report their Serious Incidents to the CSU Risk Team via email to <a href="mailto:scsu.riskteam@nhs.net">scsu.riskteam@nhs.net</a>. This will include: <ul style="list-style-type: none"> <li>An initial incident review with immediate actions within 48 to 72hrs (aka 72hr report) via email to the CSU Risk Team (email above and with no Patient Identifiable Details (PID)).</li> <li>The provider will then conduct a full investigation, Root Cause Analysis and compile an investigation report (aka 60 Day Report) within 40 working days for non StEIS reported SIs.</li> <li>The investigation report will be then submitted to the CSU via the email address above within the locally the agreed date of no more than 40 working days. This will allow for 20 working days to follow up any non StEIS reported investigation reports received in sufficient time and allow the CCGs to respond to any queries from the Serious Incident Review Group (responsible for SI closure) in a timely manner.</li> </ul> </li> </ul>

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

### D. Service Development and Improvement Plans

*This is a non-mandatory model template for population locally. Commissioners may retain the structure below, or may determine their own. Refer to s41 of the Contract Technical Guidance, which requires commissioners and providers to agree SDIPs in the areas below.*

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/ Breach
[Ambulance services – full implementation of SC23.4 and SC23.6]				
[Maternity services – Continuity of Carer Standard in accordance with SC3.13.2]				
[Mental Health and Mental Health Secure Services – certified training in restrictive practices]				
[Elective ophthalmology services – relevant recommendations in Healthcare Safety Investigation Branch's report on timely monitoring for Service Users with glaucoma]				
[Acute services – (with the local Academic Health Sciences Network (AHSN)) take forward implementation of the Transfers of Care Around Medicines (TCAM) initiative]				
Insert text locally				[Subject to GC9 (Contract Management)] or [locally agreed]

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

### E. 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  CCG to receive number of respondents, % would/would not recommend – care and employment. Including analysis of staff rationale where available	As required by FFT Guidance	<b>All</b>
Service User Survey	Quarterly	Report containing findings and improvement plan where applicable		<b>All</b>
Staff Survey (appropriate NHS staff surveys where required by Staff Survey Guidance)	Bi-annually Month 6 & Month 12	As required by Staff Survey Guidance		<b>All</b>
Carer Survey	Bi-annually Month 6 & Month 12	Report containing findings and improvement plan where applicable		<b>All</b>
[Other insert locally]				

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

### **F. Provider Data Processing Agreement**

*[NOTE: This Schedule 6F 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 6F.
- 1.3 This Schedule 6F 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 EU 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 6F:
  - (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 6F (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:
    - (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 EU 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 6F, 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 6F);
  - (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, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, 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 6F 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 6F, containing:
- (a) the categories of processing carried out under this Schedule 6F;
  - (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 6F; 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 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 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

#### Processing, Personal Data and Data Subjects

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

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>