**MEMORANDUM OF UNDERSTANDING**

Between:

**Hertfordshire and West Essex Integrated Care Board (ICB)**

And

**Community Pharmacy Contractors in Hertfordshire and West Essex Integrated Care System**

**Subject: Community Pharmacy Integration Programme**

# The Agreement

* 1. This Memorandum of Understanding (MoU) is entered into by:

Hertfordshire and West Essex Integrated Care Board,

and

[Insert full name, premises address, and ODS code of community pharmacy contractor]

collectively known as “the Parties.”

# Background

* 1. The NHS Long Term Plan – a blueprint for the future of the NHS which provides the right care at the right time and in the right place – recognises that good health is about more than treating people when they fall ill. It presents a vision of health and care that is driven by prevention and tackling health inequalities. Central to delivering this is the creation of a fully integrated community-based health care system. This includes community pharmacy playing an important and integrated role as recognised in the “Next steps for integrating primary care: Fuller Stocktake report.”
  2. Hertfordshire and West Essex Integrated Care Board (HWE ICB), and the community pharmacies within Hertfordshire and West Essex Integrated Care System (HWE ICS) are undertaking a joint agreement for the HWE ICB Community Pharmacy Integration Programme to further build on the vision of an integrated care system.
  3. Each party to this agreement will be responsible for jointly steering the project through any regulatory and individual organisational processes and policies in order for the project to progress as required.

# Framework

* 1. This Memorandum of Understanding (MOU) sets out the terms and conditions for the provision of the Community Pharmacy Integration programme in 2023/24 and 2024/25 between the Hertfordshire and West Essex Integrated Care Board (ICB) and the community pharmacy contractors in Hertfordshire and West Essex.

# Scope

* 1. The agreement covered by the scope of this MoU is the local HWE ICB Community Pharmacy Integration Programme. This is distinct from, but complementary to, the national NHSE Pharmacy Integration Programme. Consequently, the local programme is not a national workstream delivered via the Pharmacy Integration Fund (PhIF).
  2. This programme will be applicable to all participating community pharmacy contractors (including distant selling pharmacies operating within the Hertfordshire and West Essex (HWE) Integrated Care Board (ICB) geographical boundaries.
  3. The programme will commence in 2023/24 on 1 October 2023 and will run for a period of 18 months until 31 March 2025, subject to review.

# Objectives of the Community Pharmacy Integration Programme MoU

* 1. Support the development of integration pathways between stakeholders and to implement learnings from the Health Education England funded community pharmacy leadership pilot project in East of England that commenced in June 2023.
  2. Support community pharmacies to increase their understanding and awareness of place based / PCN priorities relating to population health needs and the role that community pharmacy plays in helping to deliver those priorities.
  3. Develop an understanding of work pressures by all on each sector within the PCN to find more effective, efficient, and integrated ways of working.
  4. Increase awareness, visibility, and activity of community pharmacy services that the community pharmacy has signed a service agreement to provide (for example but not limited to Hypertension Case Finding, New Medicines Service, GP CPCS, Vaccination, Oral Contraception Service (pilot/Advanced Service), and other NHS England services such as the Pharmacy First scheme.
  5. Facilitate delivery of priorities identified within the East of England Partnership Strategy (appendix one) for Community Pharmacy pertaining to increasing health system integration & partnership; optimising services & outcomes; improving population health & addressing health inequalities; and developing the workforce for delivery.
  6. Facilitate delivery or priorities identified within the Hertfordshire and West Essex Integrated Care Strategy (appendix two).
  7. Create a culture of working collaboratively between community pharmacy teams, Local Pharmaceutical Committees (LPCs) and the ICB following delegation of responsibility for the community pharmacy contract from NHS England.
  8. The Community Pharmacy Integration programme intends to ensure that every community pharmacy across the region has the opportunity to engage and connect with their local Primary Care Network (PCN)/ Place / Integrated Neighbourhood Team (INT) via the appointed HWE Community Pharmacy PCN Integration Lead. Specifically, the objectives of this MoU are to:
     1. Ensure each community pharmacy nominates a named lead and deputy as a single point of communication and contact for the PCN/ INT/ Place. The nominated person can either be any permanent and established member of pharmacy staff. Ideally this would be the pharmacist, pharmacy technician or store manager although recognise this might not be possible in all cases.
     2. Establish communication channels for business such as:
        1. Exceptional stock shortage issues which may significantly impact patient care
        2. Preferred communication pathways for local notification of pharmacy closures or temporary suspension of service delivery such as CPCS etc.
        3. Efficient and effective repeat management pathways including the benefits of increased electronic repeat dispensing.
        4. Pharmacy sign-up and capacity for delivery of existing and new, national advanced, and locally commissioned services and the development of local referral pathways for these.
        5. Engage with a brief evaluation of this service

# Obligations of the Community Pharmacy Contractors

* 1. The community pharmacy contractors in Hertfordshire and West Essex shall ensure that they nominate a named lead and deputy, as a single point of communication and contact for the PCN/ INT/ Place (refer to section 5.1). This information must be submitted to the HWE Training Hub via the online declaration form: <https://www.smartsurvey.co.uk/s/KY3FC2/>.
  2. The community pharmacy contractors in Hertfordshire and West Essex shall support the objectives as set out above in section 5.
  3. Additional Conditions of MoU
     1. As a minimum, each community pharmacy contractor must be trading on the 1 October 2023, and should nominate a named lead and deputy, as a single point of communication and contact for the PCN/ INT/ Place.
     2. Contractor must not have served notice to terminate their NHS contract in the next 3 months (before 1 December 2023).
     3. Contractor must provide an updated list to the Integrated Care Board (ICB) if a designated lead or deputy leaves employment through the Training Hub generic email box [hwetraininghub@nhs.net](mailto:hwetraininghub@nhs.net).
     4. Contractor must retain a copy of the on-site declaration form submitted to the ICB detailing how they will engage with their Community Pharmacy PCN Integration Lead and the counter-signed version of the MoU.

# Obligations of the ICB

* 1. The ICB shall provide funding to the community pharmacy contractors in Hertfordshire and West Essex to support the delivery of the Community Pharmacy Integration programme.
  2. The ICB shall work in collaboration with Local Pharmacy Committees (LPCs) to plan a fair and transparent approach to utilising the funding to meet the stipulated programme objectives.
  3. The ICB shall provide appropriate support to the Community Pharmacy PCN Integration Leads and thereby community pharmacy contractors in increasing understanding and awareness of Place based/ PCN priorities relating to population health needs and the role that community pharmacy plays in helping to deliver those priorities.

# Term and Duration

* 1. This MoU will commence from 1 October and will continue until the 31 March 2025 (or for a period of 18 months).

# Commitments of the Parties

* 1. Both Parties are committed to delivering the joint objectives and the following commitments are made by the respective organisations. The parties will:
     1. Agree to work together in mutual co-operation and in good faith to fulfil their agreed roles and responsibilities as envisaged in this MoU.
     2. Work together and individually in the spirit of trust, fairness, and mutual collaboration for the benefit of the Project within the scope of their agreed roles; and shall act reasonably towards each other.
     3. The Parties and their employees shall work together and individually to achieve transparent and cooperative exchange of information in all matters relating to the programme and to organise and integrate their activities as a collaborative team.
     4. The ICB will make available the resources to support delivery of the programme objectives.
     5. The Parties shall each appoint an individual as their nominated programme lead.
     6. Provide appointed deputies where programme lead representatives are not available for key activities.
     7. The Parties shall operate a proactive and transparent system of notification as soon as it is aware of any matter adversely affecting or threatening the programme or that of Parties’ participation in or performance under this MoU, and shall include in such notification, proposals for avoiding or remedying such matter

# Intellectual Property

* 1. The parties intend that any Intellectual Property Rights created in the course of the HWE ICB Community Pharmacy Integration Programme shall be retained by the party whose employee created them or in the case of any Intellectual Property Rights created jointly by employees of more than one party, such Intellectual Property Rights shall be retained in all the parties equally. Where any Intellectual Property Right are retained in one party, that party shall grant an irrevocable free of charge licence to all the other parties to use and apply that Intellectual Property for this programme

# Financial information

* 1. Except as otherwise stated in this MoU, the parties shall each bear their own costs and expenses incurred in participation in the programme under this MoU.
  2. Except as otherwise stated in this MoU, all parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions. Neither party intends that the other party shall be liable for any loss it suffers because of this MoU.
  3. Each party will be responsible for ensuring their organisational governance is adhered to in respect of allocation of funding.
  4. The HWE Training Hub will be responsible for reallocation of funding should the programme not progress as anticipated. Any unspent funding will be retained by the ICB for local integration and development opportunities for community pharmacy in line with the East of England Partnership Strategy for Community Pharmacy and agreed with the LPCs.
  5. Each community pharmacy, upon receipt of a signed agreement to this MoU, shall be eligible to receive a one-off advance payment of **£1500** for participation in the HWE ICB Community Pharmacy Integration Programme. VAT is not applicable.
  6. Signed MoU and completed declaration form must be received by the ICB on or before Monday 30 October 2023. Any claims received after the date will not be processed. Funds from unclaimed contractors with be reappropriated to fund other community pharmacy integration projects in discussion with the LPCs.

# Governance

* 1. The governance surrounding the HWE ICB Community Pharmacy Integration Programme will comply with each party’s own governance processes in respect of the programme, unless otherwise stated below.
  2. The programme and its parties will also comply with any relevant regulation, contractual obligations, best practice guidance or laws of England as appropriate. This includes but is not limited to the following:
     + 1. Data Protection as per GDPR and Data Security and Protection Toolkit 2022-23
       2. Health and Safety Regulations
       3. Working Time Directives
       4. Principles of good employment practice
       5. Freedom of Information
       6. Safeguarding
  3. The ICB will be responsible for overseeing the delivery of the programme.
  4. The programme will be reviewed on a regular basis by the Training Hub to ensure that it is meeting its objectives and delivering the expected outcomes.
  5. Any changes to the programme will be agreed upon by both parties and documented in writing.

# Confidentiality and Data Protection

* 1. All parties agree to comply with all applicable data protection and confidentiality laws and regulations.
  2. Both parties agree to maintain the confidentiality of any information disclosed to them as part of this MoU.
  3. All Parties will comply with any Freedom of Information requests as required and will consult with the other Parties if it is believed that the request could impact on the project or impact one of the other Parties.

# Monitoring and Evaluation

* 1. The ICB will monitor the progress and effectiveness of the Community Pharmacy Integration programme via feedback from the appointed PCN Community Pharmacy Integration Leads and the community pharmacies when taking part in the evaluation feedback.
  2. The ICB reserves the right to terminate the MoU if community pharmacy contractors fail to meet the programme objectives or do not comply with the terms of this MoU based on fact/evidence and with good reason for circumstances that were within the community pharmacy’s control. It is envisioned that the main reason for termination would be due to change of ownership.

# Termination

* 1. It is unlikely that this MoU will require termination, but if at any time a Party does wish to, termination would require 30 days’ notice in writing to the other Parties.
  2. Either party may terminate this MoU by providing written notice to the other party.
  3. Termination of this MoU will not affect any rights or obligations accrued prior to termination.
  4. In the unlikely event that this MoU does require termination, remuneration for participation in the programme will be recovered pro-rata at that point during the programme duration (18 months starting from 1 October 2023). Remuneration reclaimed may be offered to new contractors where the MoU has been terminated due to change of ownership and those new contractors did not exist on 1 October 2023 based on remaining pro rata funds.

# Legal Status

* 1. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
  2. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter, into any commitments for or on behalf of the other party.

# Signatories

* 1. This MoU will be signed by representatives of the Hertfordshire and West Essex Integrated Care Board and the participating community pharmacy contractors in Hertfordshire and West Essex.

**AGREED by the Parties**:

**Signed for on behalf of Hertfordshire and West Essex Integrated Care Board**

Signature:

Name:

Designation:

Date:

**Signed for on behalf of [Insert full name, premises address, and ODS code of community pharmacy contractor]**

Signature:

Name:

Designation:

Date:

# **Appendix 1 – East of England Partnership Strategy**



**Appendix 2 – Primary Care Strategic Delivery Plan 2023 - 2026**

<https://hertsandwestessex.icb.nhs.uk/downloads/download/78/primary-care-strategic-delivery-plan-2023-2026->