

NHS Standard Contract 2023/24

Particulars (Shorter Form)

Contract title / ref: ***Immediate Access
to Emergency Drugs 2023/24-26***

Version 2.7, November 2023

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

| | |
|--|--|
| Contract Reference | Immediate Access to Emergency Drugs 2023/24-26 |
| DATE OF CONTRACT | 1st December 2023 |
| SERVICE COMMENCEMENT DATE | 1st December 2023 |
| CONTRACT TERM | 3 years commencing 1st December 2023 |
| COMMISSIONERS | NHS Hertfordshire and West Essex ICB (ODS QM7) |
| CO-ORDINATING Commissioner <i>See GC10</i> | N/A |
| PROVIDER | [] (ODS []) Principal and/or registered office address: [] [Company number: []] |

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CONTRACT

Contract title: Immediate Access to Emergency Drugs 2023/24-26

Contract ref: IAED 2023/24-26

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

[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
[INSERT COMMISSIONER NAME]

Alan Pond
Chief Financial Officer

.....
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

.....
Signature

[INSERT AUTHORISED
SIGNATORY'S
NAME] for
and on behalf of
[INSERT PROVIDER NAME]

.....
Title

.....
Date

| SERVICE COMMENCEMENT AND CONTRACT TERM | |
|--|--|
| Effective Date <i>See GC2.1</i> | 1 st December 2023 |
| Expected Service Commencement Date <i>See GC3.1</i> | 1 st December 2023 |
| Longstop Date <i>See GC4.1</i> | N/A |
| Contract Term | 3 years commencing, 1 st December 2023 |
| Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i> | YES |
| Notice Period (for termination under GC17.2) | 1 month This agreement shall commence with effect from December 2023 and shall continue up to December 2026 subject to either party at any time giving not less than 30 days' notice to the other party to terminate or vary this agreement, such notice to be given at any time from the date of this agreement. |
| SERVICES | |
| Service Categories | Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. <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> |
| Continuing Healthcare Services (including continuing care for children) (CHC) | |
| Community Services (CS) | √ |
| 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 | [] Email: [] Tel: [] |

| | |
|---|--|
| Provider's Information Governance Lead | [] Email: [] Tel: [] |
| Provider's Data Protection Officer (if required by Data Protection Legislation) | [] Email: [] Tel: [] |
| Provider's Caldicott Guardian | [] Email: [] Tel: [] |
| Provider's Senior Information Risk Owner | [] Email: [] Tel: [] |
| Provider's Accountable Emergency Officer | [] Email: [] Tel: [] |
| Provider's Safeguarding Lead (children) / named professional for safeguarding children | [] Email: [] Tel: [] |
| Provider's Safeguarding Lead (adults) / named professional for safeguarding adults | [] Email: [] Tel: [] |
| Provider's Child Sexual Abuse and Exploitation Lead | [] Email: [] Tel: [] |
| Provider's Mental Capacity and Liberty Protection Safeguards Lead | [] Email: [] Tel: [] |
| Provider's Freedom To Speak Up Guardian(s) | [] Email: [] Tel: [] |
| CONTRACT MANAGEMENT | |
| Addresses for service of Notices <i>See GC36</i> | Commissioner: NHS Hertfordshire and West Essex ICB (ODS QM7) Address: Charter House, Parkway, Welwyn Garden City AL8 6JL Email: alan.pond@nhs.net Provider: [] Address: [] Email: [] |
| Commissioner Representative(s) <i>See GC10.2</i> | Alan Pond (Chief Financial Officer) Address: Charter House, Parkway, Welwyn Garden City AL8 6JL Email: alan.pond@nhs.net Tel: [] |

| | |
|---|---|
| Provider Representative <i>See GC10.2</i> | <div data-bbox="826 188 983 219">[]</div> <div data-bbox="826 219 1118 250">Address: []</div> <div data-bbox="826 250 1098 282">Email: []</div> <div data-bbox="826 282 1066 318">Tel: []</div> |
|---|---|

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:

1. Evidence of appropriate Indemnity Arrangements

[Evidence of CQC registration (Not applicable as is a pharmacy service who are inspected by the General Pharmaceutical Council)]

C. Extension of Contract Term

Not Applicable

SCHEDULE 2 – THE SERVICES

A. Service Specifications

| | |
|--------------------------|--|
| Service | Immediate Access to Emergency Drug Service |
| Commissioner Lead | Anurita Rohilla |
| Period | December 2023 to December 2026 |

1. Population Needs

1.1 National/local context and evidence base

In palliative care and particularly end-of-life care, certain drugs are sometimes needed quickly to manage developing or worsening symptoms. As more and more patients choose their preferred place of care to be at home, inevitably the need for rapid and easy access to these drugs arises in the community. Some of these drugs are not routinely stocked by a community pharmacy and if they need to be ordered this can result in a delay in treatment or admission to hospital.

This Service aims to ensure that appropriate palliative care /emergency drugs are stocked in these community pharmacies before the need arises, resulting in:

- Improvement of access to specialist medicines when required by ensuring prompt availability and continuity of supply
- Reduction of hospital admissions
- Reduction of distress and anxiety experienced by patient and carer/family
- Supporting other professionals to improve patient care

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 | |
| 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 | √ |

2.2 Service Description

This Service Specification is to enable the immediate access to specialist drugs that would not ordinarily be kept in stock but may be required in emergency situations.

This service is aimed at the supply of specialist medicines, the demand for which may be urgent and/or unpredictable.

The pharmacy contractor will stock a locally agreed range of specialist medicines and will make a commitment to ensure that users of this service have prompt access to these medicines at all times agreed with Hertfordshire and West Essex Integrated Care Board (HWE ICB).

The pharmacy will provide information and advice to the user, carer, and clinician. They may also refer to specialist centres, support groups or other health and care professionals where appropriate.

2.3 Aims and objectives of service

To improve access for people to these specialist medicines when they are required by ensuring prompt access and continuity of supply.

To support users, carers, and clinicians by providing them with up-to-date information and advice, and referral where appropriate.

2.4 Service outline

The pharmacy holds the specified list of medicines required to deliver this service and will dispense these in response to prescriptions presented.

HWE ICB may review the drugs list to add additional items by providing one month's notice.

The pharmacy contractor has a duty to make best endeavours to ensure pharmacists and staff (including locums) involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.

The pharmacy should maintain appropriate records to ensure effective ongoing service delivery and audit.

The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.

The pharmacy must demonstrate how they will fulfil accessibility requirements and inform HWE ICB.

The ICB will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment including to cover costs for the replacement of out of date drugs at Drug Tariff price. This will be through the web-based tool PharmOutcomes (see Appendix 2).

The pharmacy must be able to provide an immediate response (within one working day) to HWE ICB when requested, to outbreaks and emergency situations.

HWE ICB will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. As the commissioner HWE ICB can delegate to staff the right to check whether the stock is available at a pharmacy. HWE ICB will reimburse pharmacy contractors for expired stock included within Appendix 1 following request via PharmOutcomes.

HWE ICB will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines. Ideas for developing this are welcomed from pharmacists.

HWE ICB will need to provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.

HWE ICB will disseminate information on the service to other pharmacy contractors and health care professionals in order that they can signpost clients to the service.

2.5 Maintaining Stock Levels of appropriate drugs

Drugs to be stocked (See Appendix 1)

The pharmacy must complete the following using PharmOutcomes (see Appendix 2):

- The out-of-date medicines form when any medicines expire;

- The medicines audit on a quarterly basis.

Where a medicine is not available for dispensing, the pharmacy must assist the patient, their relative or carer in re-directing them to the nearest open pharmacy that has this medicine in stock. The pharmacy should telephone the nearest open pharmacy to confirm that stock is available for dispensing before re-directing the patient, relative or carer.

The pharmacy will maintain at least the minimum stock levels as indicated in the current list which must be readily available. Medicines will be rotated with the pharmacy stock to prevent drugs going out of date.

3. Applicable Service Standards

3.1 Applicable national standards (e.g. NICE)

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

3.3 Applicable local standards

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

The pharmacy can demonstrate that they have made best endeavours that pharmacists and staff involved in the provision of the service have undertaken CPD relevant to this service.

It is expected that at a minimum, the main pharmacist and one relief pharmacist have undertaken the relevant training as described and have access to a copy of the service specification, prior to working in a pharmacy commissioned to deliver this service. The pharmacy participates in a quarterly audit of service provision.

The pharmacy co-operates with any locally agreed HWE ICB led assessment of service user experience. In the circumstances whereby there is a change in pharmacy opening hours that would limit access then HWE ICB may be required to change commissioning arrangements.

The pharmacy will be responsible for the provision and maintenance of a safe and suitable environment for clients and will comply with all relevant legislation and have regard to all relevant guidance issued by HWE ICB, NHS England or the Secretary of State.

KPIs

- Quarterly Date Checking Template to be submitted to HWE ICB via PharmOutcomes at the beginning of the month following the previous quarter, KPI Standard, 100%
- Pharmacy to maintain stock levels, KPI standard, 95% - replenishment form to be completed when out of stock at the pharmacy.

4. Location of Provider Premises

The Provider's Premises are located at: Operating Hours

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

Appendix 1: Drugs to be stocked

Palliative Care Scheme

The aim of the scheme is to enable palliative care patients to get quicker access to palliative care and end of life care drugs.

- a) An agreed list of palliative care drugs and suggested quantities to be stocked by the community pharmacies is listed below.
- b) All community pharmacists must be the first point of call to access palliative care drugs during normal opening hours.
- c) Urgent Care must be contacted if during out-of-hours there are no pharmacies open who are part of the scheme.
- d) Service users must be aware of how Urgent Care operates and must make it clear when making the call that palliative care drugs are required.

| Name of Drug | Minimum Quantity |
|---|-------------------------|
| Cyclizine injection 50mg/1ml | 3 x 5 ampoules |
| Cyclizine 50mg tablets | 1 x 100 tablets |
| Dexamethasone injection 3.3mg/1ml | 1 x 10 ampoules |
| Dexamethasone 2mg tablets | 1 x 50 tablets |
| Glycopyrronium injection 200micrograms/1ml | 1 x 10 ampoules |
| Haloperidol 5mg/1ml solution for injection | 1 x 10 ampoules |
| Haloperidol oral solution 5mg/5ml | 2 x 100ml |
| Hyoscine butylbromide 20mg/1ml solution for injection | 2 x 10 ampoules |
| Levomepromazine Injection 25mg/1ml | 1 x 10 ampoules |
| Lorazepam (GENUS brand)* tablets 1mg *Genus brand to be specified as known to dissolve sublingually | 1 x 28 tablets |
| Metoclopramide injection 10mg/2ml | 2 x 10 ampoules |
| Morphine sulphate oral solution 10mg/5ml | 1 x 300ml |
| Water for injection 10ml | 4 x 10 ampoules |
| Sodium chloride 0.9% solution for injection 10ml | 4 x 10 ampoules |
| Controlled Drugs | |
| Midazolam solution for injection ampoules 10mg/2ml | 2 x 10 ampoules |
| Morphine sulphate solution for injection ampoules 10mg/1ml | 3 x 10 ampoules |
| Morphine sulphate solution for injection ampoules 30mg/1ml | 1 x 10 ampoules |
| Morphine sulphate (Oramorph®) concentrated solution 20mg/ml | 1 x 120ml |
| Oxycodone 5mg/5ml oral solution sugar free | 1 x 250ml |
| Oxycodone injection 10mg/1ml solution for injection | 2 x 5 ampoules |
| Oxycodone 5mg capsules | 1 x 56 capsules |

Other drugs may be added to cover other emergency situations

Appendix 2: PharmOutcomes Templates

1) Quarterly audit submission

For information purposes a copy of the PharmOutcomes template is available below.
Community pharmacy contractors should complete the online PharmOutcomes template to declare minimum stock levels of items listed in Appendix 1.

PharmOutcomes® Delivering Evidence

[Home](#) [Services](#) [Assessments](#) [Reports](#) [Claims](#) [Admin](#) [Help](#)

Immediate Access to Emergency Drugs Quarterly Audit (Preview)

Claim date

Please enter stock levels as unit doses

Please do NOT enter as pack sizes

Medicine

- ☐ Cyclizine 50mg/1ml solution for injection ampoules
5 ampoule - 92.6000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Cyclizine 50mg tablets
100 tablet - 3.5000pence per tablet [Drug Tariff - Pharmacy Medicines (P)]

Quantity

Medicine

- ☐ Dexamethasone (base) 3.3mg/1ml solution for injection ampoules
10 ampoule - 239.9000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Dexamethasone 2mg tablets
50 tablet - 6.8600pence per tablet [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Glycopyrronium bromide 200micrograms/1ml solution for injection ampoules
10 ampoule - 90.1000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Haloperidol 5mg/1ml solution for injection ampoules
10 ampoule - 614.4000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Haloperidol 5mg/5ml oral solution sugar free
100 ml - 7.3200pence per ml [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Hyoscine butylbromide 20mg/1ml solution for injection ampoules
10 ampoule - 38.9000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Levomepromazine 25mg/1ml solution for injection ampoules
10 ampoule - 201.3000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Lorazepam 1mg tablets
28 tablet - 5.4643pence per tablet [Drug Tariff - Prescription Only Medicines (POM)]
First line Genus Pharmaceuticals Ltd

Quantity

Medicine

- ☐ Metoclopramide 10mg/2ml solution for injection ampoules
10 ampoule - 46.7000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Morphine sulfate 10mg/5ml oral solution
300 ml - 1.3433pence per ml [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Water for injections 10ml ampoules
10 ampoule - 43.0000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Medicine

- ☐ Sodium chloride 0.9% solution for injection 10ml ampoules
10 ampoule - 42.4000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Midazolam 10mg/2ml solution for injection ampoules
10 ampoule - 52.1000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Morphine sulfate 10mg/1ml solution for injection ampoules
10 ampoule - 52.2000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Morphine sulfate 30mg/1ml solution for injection ampoules
10 ampoule - 484.4000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Oxycodone 5mg/5ml oral solution sugar free
250 ml - 3.2360pence per ml [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Oxycodone 10mg/1ml solution for injection ampoules
5 ampoule - 160.0000pence per ampoule [Drug Tariff - Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ OxyNorm 5mg capsules
(Napp Pharmaceuticals Ltd) 56 capsule 4 x 14 capsules - 20.4107pence
per capsule [Prescription Only Medicines (POM)]

Quantity

Controlled drugs

- ☐ Oramorph 20mg/ml concentrated oral solution
(Glenwood GmbH) 120 ml - 16.2500pence per ml [Prescription Only
Medicines (POM)]

Quantity

2) Expired stock or Out of Date submission - PharmOutcomes template

Out of Date Medicines - Immediate Access to Emergency Drugs (Preview)

Provision Date 16-Aug-2023

Out of Date Medicine

*Start to type the medicine name in the field below and select from
the drop down list. Enter number of dose units in the quantity field
e.g. number of tablets, number of mls, number of amps, etc*

Medicine 1

Quantity

Medicine 2

Quantity

Medicine 3

Quantity

Medicine 4

Quantity

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Not Applicable

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

A copy of the provider safe-guarding policy and mental capacity act policy to be provided.

[Hertfordshire Multi-Agency Adult Safeguarding Policy](#)

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

For each Locally Agreed Adjustment to NHS Payment Scheme Unit Prices which has been agreed for this Contract, copy or attach the completed publication template required by NHS England, or state Not Applicable. Additional locally agreed detail may be included as necessary by attaching further documents or spreadsheets.

Templates for locally-agreed adjustments are available at <https://www.england.nhs.uk/pay-syst/nhs-payment-scheme/>

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

C. Local Prices

£400.00 payment per annum (retainer) to be claimed in 4 equal payments, quarterly.

Payment will be made quarterly per annum on behalf of the ICB upon the relevant claim, which is generated by PharmOutcomes® by the 5th day of the month (e.g. for period covering October to December 2023, contractors to submit by 5th December etc). The payment will be made usually within one month of receipt of the invoice. Invoices must be submitted by the end of each quarter. Entries made on PharmOutcomes® more than 90 days after the event will not be paid, except in what the ICB agrees are exceptional circumstances. For information purposes a copy of the PharmOutcomes template is available in Appendix 2 to this Contract.

HWE ICB shall notify the provider as soon as practicable if it considers a claim submitted by the provider is incorrect or that the stated services have not been provided in accordance with this agreement.

The web based system PharmOutcomes® will be used to process payments. It is essential that all pharmacy contractors record details of all medicines stocked on a quarterly basis in order to receive prompt payment. Subsequent payment requests (e.g. to cover costs of replacement of out of date drugs) to be submitted to HWE ICB via PharmOutcomes®.

D. Expected Annual Contract Values

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

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Not applicable. As specified in the service specification

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|--|--|--|--|--|
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SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

| | 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>) | As specified in the service specification | As specified in the service specification | As specified in the service specification |
| 2. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour | As specified in the service specification | As specified in the service specification | As specified in the service specification |
| 3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | As specified in the service specification | As specified in the service specification | As specified in the service specification |
| 4. Summary report of all incidents requiring reporting | As specified in the service specification | As specified in the service specification | As specified in the service specification |
| Local Requirements Reported Locally | | | |
| Insert as agreed locally | As specified in the service specification | As specified in the service specification | As specified in the service specification |

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

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|-----------------------|
| Not Applicable |
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SCHEDULE 7 – PENSIONS

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|-----------------------|
| Not Applicable |
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SCHEDULE 8 – TUPE*

Not Applicable

NHS England
Wellington House
133-155 Waterloo Road
London
SE1 8UG

Contact: england.contractshelp@nhs.net

This publication can be made available in a number of alternative formats on request

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