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**NHS Standard Contract 2021/22**

**Particulars (Shorter Form)**

***Contract title / ref:***

**BNSSG Community Pharmacy**

**Local Enhanced Services 04/2021- 03/2023**

Prepared by: NHS Standard Contract Team, NHS England

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(please do not send contracts to this email address)

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|  |  |
| --- | --- |
| **Contract Reference** | **Community Pharmacy Local Enhanced Services** |
| **DATE OF CONTRACT** |  |
| **SERVICE COMMENCEMENT DATE** | **1st April 2021** |
| **CONTRACT TERM** | **2 years commencing 1st April 2021**  **(or as extended in accordance with Schedule 1C)** |
| **COMMISSIONERS** | **Bristol, North Somerset & South Gloucestershire CCG**  **(ODS 15C )** |
| **CO-ORDINATING Commissioner** | **Bristol, North Somerset & South Gloucestershire CCG**    **(ODS 15C )** |
| **PROVIDER** | **[ ] (ODS [ ])**  **Principal and/or registered office address:**  **[ ]**  **[Company number: [ ]** |

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**CONTRACT**

**Contract title:** Community Pharmacy Local Enhanced Services

**Contract ref:** Community Pharmacy Local Enhanced Services 04/2021 – 03/2023

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

1. these **Particulars**;
2. the **Service** **Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

**Please identify which services you wish to deliver**

|  |  |
| --- | --- |
| **Service** | **Yes / No** |
| **Antiviral LES** |  |
| **Emergency Supply LES** |  |
| **PGD Service** |  |
| **Tuberculosis Directly Observed Therapy LES** |  |
| **Haven LES (restricted to six pharmacies only)** |  |

**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]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **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** | | **[The date of this Contract] [*or as specified here*]** | |
| **Expected Service Commencement Date** | | **1st April 2021** | |
| **Longstop Date** | | **1st July 2021** | |
| **Service Commencement Date** | | **1st April 2021** | |
| **Contract Term** | | **2 years commencing 1st April 2021**  **[(or as extended in accordance with Schedule 1C)]** | |
| **Option to extend Contract Term** | | **YES** | |
| **Notice Period (for termination under GC17.2)** | | **3 months** | |
| **SERVICES** | |  | |
| **Service Categories** | | **Indicate all that apply** | |
| **Continuing Healthcare Services (including continuing care for children) (CHC)** | |  | |
| **Community Services (CS)** | | Yes – Community Pharmacy Local Enhanced Services | |
| **Diagnostic, Screening and/or Pathology Services (D)** | |  | |
| **End of Life Care Services (ELC)** | |  | |
| **Mental Health and Learning Disability Services (MH)** | |  | |
| **Patient Transport Services (PT)** | |  | |
| **Co-operation with PCN(s) in service models** | | | |
| **Enhanced Health in Care Homes** | | **NO** | |
| **Service Requirements** | |  | |
| **Essential Services (NHS Trusts only)** | | **NO** | |
| **Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?** | | **NO** | |
| **PAYMENT** | |  | |
| **National Prices apply to some or all Services (including where subject to Local Modification or Local Variation)** | | **YES (specifically prescription charge fees and drug tariff prices)** | |
| **Local Prices apply to some or all Services** | | **YES** | |
| **Expected Annual Contract Value agreed** | | **NO** | |
| **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** | **Commissioner:**  **Bristol, North Somerset & South Gloucestershire CCG**  **Address: South Plaza, Marlborough Street, Bristol, BS1 3NX**  **Email: bnssg.pc.contracts@nhs.net**  **Provider: [ ]**  **Address: [ ]**  **Email: [ ]** | |
| **Commissioner Representative(s)** | **Helen Wilkinson / Lisa Rees**  **Address: South Plaza, Marlborough Street, Bristol, BS1 3NX**  **Email:** [**hwilkinson1@nhs.net**](mailto:hwilkinson1@nhs.net)**,** [**lisarees1@nhs.net**](mailto:lisarees1@nhs.net) | |
| **Provider Representative** | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** | |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner*, if requested*, with the following documents and complete the following actions:

| 1. Evidence of appropriate Indemnity Arrangements 2. Evidence of GPhC registration |
| --- |

1. **Extension of Contract Term**

*To be included only in accordance with the Contract Technical Guidance.*

1. The Commissioners may opt to extend the Contract Term by 1 year.
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 3 months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
   1. only once, and only on or before the date referred to in paragraph 2 above;
   2. only by all Commissioners; and
   3. only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

| This overarching NHS contract has within it multiple service specifications.  Providers may provide some or all services.   * Antiviral LES * Emergency Supply LES * PGD Service * TB Directly Observed Therapy LES * Haven LES **(restricted to three pharmacies)** |
| --- |

**SCHEDULE 2 – THE SERVICES**

**Ai. Service Specification – Emergency Supply LES**

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**Aii. Service Specification – PGD LES**

****

**Aiii. Service Specification – Antiviral LES**

****

**Aiv. Service Specification – TB DOT LES**

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**Av. Service Specification – Haven LES (restricted to six specified pharmacies)**

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**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

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

1. **Essential Services (NHS Trusts only)**

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

1. **Other Local Agreements, Policies and Procedures**

| **The Haven LES is restricted to three pharmacies that specifically serve this population. This will be reviewed on a regular basis by the commissioner and is based on need of the specific population registered with Haven.** |
| --- |

1. **Transfer of and Discharge from Care Protocols**

| **Not applicable** |
| --- |

1. **Safeguarding Policies and Mental Capacity Act Policies**

| BNSSG CCG Adults and Children Safeguarding Policy <https://bnssgccg.nhs.uk/library/adults-and-childrens-safeguarding-policy/>  BNSSG CCG Mental Capacity Act and Deprivation of Liberty Safeguards Policy <https://bnssgccg.nhs.uk/library/mental-capacity-act-and-deprivation-liberty-safeguards-policy/> |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| **Payments are detailed in the individual service specifications** |
| --- |

1. **Local Variations**

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at:* *[www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices](http://www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices)) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

| **Not applicable** |
| --- |

1. **Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:* [*www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices*](http://www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices)*). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

| **Not applicable** |
| --- |

**D. Expected Annual Contract Values**

| **Insert text locally (for one or more Contract Years) or state Not Applicable**  **Not applicable** |
| --- |

# SCHEDULE 4 – QUALITY REQUIREMENTS

1. **Operational Standards and National Quality Requirements**

*Refer to individual Service Specifications for Quality Requirements*

**SCHEDULE 4 – QUALITY REQUIREMENTS**

1. **Local Quality Requirements**

*Refer to individual Service Specifications for Quality Requirements*

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

*Refer to individual Service Specifications for Quality Requirements*

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

1. **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** |
| **See individual service specifications**  Contractors must feedback any adverse incidents that occur to the commissioner via PharmOutcomes, the BNSSG Datix system or directly via [bnssg.pc.contracts@nhs.net](mailto:bnssg.pc.contracts@nhs.net)  <https://bnssg-datix.scwcsu.nhs.uk/>  Any serious incidents will be dealt with in accordance with the relevant provider/commissioner policies  In the event of a clinical incident/adverse event, the patient’s GP should be informed. |

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

**F. Provider Data Processing Agreement**

|  |
| --- |
| **Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**).**  **If the Provider is not to act as a Data Processor, state Not Applicable**  **Not applicable** |

# SCHEDULE 7 – PENSIONS

|  |
| --- |
| **Insert text locally (template drafting available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**) or state Not Applicable**  **Not applicable** |

# SCHEDULE 8 – TUPE\*

**Not Applicable**

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