

# NHS Standard Contract 2023/24

## Particulars (Shorter Form)

*Contract title / ref:*

**BNSSG Community Pharmacy**

**Local Enhanced Services 04/2023- 03/2025**

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

Version number: 1

First published: March 2023

Publication Approval Number: PAR478

<b>Contract Reference</b>	<b>Community Pharmacy Local Enhanced Services</b>
<b>DATE OF CONTRACT</b>	
<b>SERVICE COMMENCEMENT DATE</b>	<b>1<sup>st</sup> April 2023</b>
<b>CONTRACT TERM</b>	<b>2 years commencing 1<sup>st</sup> April 2023</b> <b>(or as extended in accordance with Schedule 1C)</b>
<b>COMMISSIONERS</b>	<b>Bristol, North Somerset &amp; South Gloucestershire ICB</b> <b>(ODS 15C )</b>
<b>CO-ORDINATING Commissioner</b>	<b>Bristol, North Somerset &amp; South Gloucestershire ICB</b> <b>(ODS 15C )</b>
<b>PROVIDER</b>	<b>[ ] (ODS [ ])</b> <b>Principal and/or registered office address:</b> <b>[ ]</b> <b>[Company number: [ ]]</b>

## CONTENTS

### PARTICULARS

### SCHEDULES

#### **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

(Schedule 1B Intentionally Omitted)

- A. Conditions Precedent
- C. Extension of Contract Term

#### **SCHEDULE 2 – THE SERVICES** (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

- A. Service Specifications
- Ai. Service Specifications
- B. Indicative Activity Plan
- D. Essential Services
- G. Other Local Agreements, Policies and Procedures
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies

#### **SCHEDULE 3 – PAYMENT** (Schedule 3A Intentionally Omitted)

- B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices
- C. Local Prices
- D. Expected Annual Contract Values

#### **SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS**

#### **SCHEDULE 5 – INTENTIONALLY OMITTED**

#### **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS** (Schedules 6B, 6C, 6D Intentionally Omitted)

- A. Reporting Requirements
- E. Provider Data Processing Agreement

#### **SCHEDULE 7 – PENSIONS**

#### **SCHEDULE 8 – TUPE**

## **SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)**

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice and Referrals
- SC8 Making Every Contact Count and Self Care
- SC10 Personalised Care
- SC11 Transfer of and Discharge from Care
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Green NHS
- SC21 Infection Prevention and Control
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud Requirements
- SC25 Other Local Agreements, Policies and Procedures
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC32 Safeguarding Children and Adults
- SC33 Patient Safety
- SC34 End of Life Care
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements

ANNEX A National Quality Requirements

## **GENERAL CONDITIONS**

**(General Conditions 6-7, 34-35 intentionally omitted)**

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations
- GC14 Dispute Resolution

- GC15 Governance, Transaction Records and Audit
- GC16 Suspension
- GC17 Termination
- GC18 Consequence of Expiry or Termination
- GC19 Provisions Surviving Termination
- GC20 Confidential Information of the Parties
- GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency
- GC22 Intellectual Property
- GC23 NHS Identity, Marketing and Promotion
- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

## **Definitions and Interpretation**

## CONTRACT

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

**Contract ref:** Community Pharmacy Local Enhanced Services 04/2023 – 03/2025

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.

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

Service	Yes / No
Antiviral LES	
Emergency Supply LES	
PGD Service (NB Otomize PGD restricted to limited pharmacies only)	
Tuberculosis Directly Observed Therapy LES	
Pulse Oximeters	
Haven LES (restricted to limited 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**

SIGNED by .....  
Signature

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by .....  
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for .....  
Title

and on behalf of .....  
[INSERT PROVIDER NAME] Date

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
Effective Date <i>See GC2.1</i>	[The date of this Contract] [or as specified here]
Expected Service Commencement Date <i>See GC3.1</i>	1 <sup>st</sup> April 2023
Longstop Date <i>See GC4.1</i>	1 <sup>st</sup> July 2023
Contract Term	2 years commencing 1 <sup>st</sup> April 2023 [(or as extended in accordance with Schedule 1C)]
Commissioner Option to extend Contract Term  <i>See Schedule 1C, which applies only if YES is indicated here</i>	YES/NO
Notice Period (for termination under GC17.2)	3 months
<b>SERVICES</b>	
Service Categories	Indicate all 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)	

<b>(CHC)</b>	
<b>Community Services (CS)</b>	Yes – Community Pharmacy Local Enhanced Services
<b>Diagnostic, Screening and/or Pathology Services (D)</b>	
<b>End of Life Care Services (ELC)</b>	
<b>Mental Health and Learning Disability Services (MH)</b>	
<b>Patient Transport Services (PT)</b>	
<b>GOVERNANCE AND REGULATORY</b>	
<b>Provider’s Nominated Individual</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Information Governance Lea</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Data Protection Officer (if required by Data Protection Legislation)</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Caldicott Guardian</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Senior Information Risk Owner</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Accountable Emergency Officer</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Safeguarding Lead (children) /named professional for safeguarding children</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Safeguarding Lead (adults) /named professional for safeguarding adults</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Child Sexual Abuse and Exploitation Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Mental Capacity and Liberty Protection Safeguards Lead</b>	[ ] Email: [ ] Tel: [ ]
<b>Provider’s Freedom To Speak Up Guardian(s)</b>	[ ] Email: [ ] Tel: [ ]
<b>Contract Management</b>	
<b>Essential Services (NHS Trusts only)</b>	NO
<b>Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?</b>	NO

<b>PAYMENT</b>	
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
<b>CONTRACT MANAGEMENT</b>	
Addresses for service of Notices  See GC36	Commissioner: Bristol, North Somerset & South Gloucestershire ICB Address: 360, Marlborough Street, Bristol, BS1 3NX Email: bnssg.pc.contracts@nhs.net  Provider: [            ] Address: [            ] Email: [            ]
Commissioner Representative(s)  See GC10.2	Alison Mundell/ Lisa Rees Address: South Plaza, Marlborough Street, Bristol, BS1 3NX Email:alison.mundell@nhs.net, <u><a href="mailto:lisarees1@nhs.net">lisarees1@nhs.net</a></u>
Provider Representative  See GC10.2	[            ] Address: [            ] Email: [            ] Tel: [            ]

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **A. 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 CQC registration (where required)]
3. [Evidence of the Provider Licence (where required)]
4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] [LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]
5. Evidence of GPhC registration

### **C. 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:
  - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
  - 3.2 only by all Commissioners; and
  - 3.3 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

### A. 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 specified pharmacies**)
- Pulse Oximeters

## SCHEDULE 2 – THE SERVICES

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



Community  
Pharmacy Service Ai

### **Aii. Service Specification – PGD LES**



Community  
Pharmacy PGD Service

### **Aiii. Service Specification – Antiviral LES**



Community  
Pharmacy Service Aii

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



Community  
Pharmacy Service Aiv

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



Community  
Pharmacy Service - T

### **Avi. Service Specification – Pulse Oximeters**

## 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

The Haven LES is restricted to specified 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.

### J. Transfer of and Discharge from Care Protocols

Not applicable

### K. Safeguarding Policies and Mental Capacity Act Policies

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

## SCHEDULE 3 – PAYMENT

### A. Local Prices

Payments are detailed in the individual service specifications

### B. 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

### C. 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**

<p><b>Insert text locally (for one or more Contract Years) or state Not Applicable</b></p> <p><b>Not applicable</b></p>
---

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **A. Operational Standards and National Quality Requirements**

*Refer to individual Service Specifications for Quality Requirements*

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **C. Local Quality Requirements**

*Refer to individual Service Specifications for Quality Requirements*

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

### **A. Reporting Requirements**

*Refer to individual Service Specifications for Quality Requirements*

## 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**

**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**

### **E. 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/>).  
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/>) or state Not Applicable

Not applicable

## **SCHEDULE 8 – TUPE\***

**Not Applicable**

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

Contact: [england.contracts@nhs.net](mailto:england.contracts@nhs.net)

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

© NHS England March 2023 | PRN00258