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NHS Standard Contract 2025/26

Particulars (Shorter Form)

Contract title:	Collaborative Medicines Waste Reduction and Repeat Prescription Optimisation Scheme
Contract ref:	<i>Atamis Contract to be applied to each Pharmacy</i>

Version 1, April 2025

Prepared by: NHS Standard Contract team, NHS England
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DATE OF CONTRACT	As per e-signature
EXPECTED SERVICE COMMENCEMENT DATE	XXX/2025
CONTRACT TERM	The contract will commence [REDACTED] And expire 31/03/2026 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS West Yorkshire Integrated Care Board (QWO) White Rose House, West Parade, Wakefield WF1 1LT Address for Bradford Scorex House (West) 1 Bolton Road, Bradford, BD1 4AS
CO-ORDINATING COMMISSIONER <i>See GC10 and Schedule 5C</i>	NHS West Yorkshire Integrated Care Board (QWO) White Rose House, West Parade, Wakefield WF1 1LT
PROVIDER	[REDACTED] (ODS [REDACTED]) Principal and/or registered office address: [REDACTED] [Company number: [REDACTED]]
CONTRACT AWARD PROCESS <i>See s15 of the Contract Technical Guidance</i>	Process under Procurement Act 2023

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Signed by the authorised representative of THE SUPPLIER

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date See GC2.1	XXX/2025
Expected Service Commencement Date See GC3.1	XXX/2025
Longstop Date See GC4.1	XXX/2025
Contract Term	[] to the 31/03/2026 (or as extended in accordance with Schedule 1C)
Commissioner option to extend Contract Term See Schedule 1C, which applies only if YES is indicated here	YES By up to 12 months
Notice Period (for termination under GC17.2)	03 months
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)	Yes
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)	
Service Requirements	
Prior Approval Response Time Standard See SC29.11	Not applicable
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual See SC1.4	N/A
Provider's Accountable Emergency Officer See SC30.1	N/A
Provider's Child Sexual Abuse and Exploitation Lead	N/A

See SC32.2	
Provider's Mental Capacity and Liberty Protection Safeguards Lead See SC32.2	N/A
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults See SC32.2	N/A
Provider's Safeguarding Lead (children) / named professional for safeguarding children See SC32.2	N/A
Provider's Freedom To Speak Up Guardian(s) See GC5.7	N/A
Provider's Caldicott Guardian See GC21.3	N/A
Provider's Data Protection Officer (if required by Data Protection Legislation) See GC21.3	N/A
Provider's Information Governance Lead See GC21.3	N/A
Provider's Senior Information Risk Owner See GC21.3	N/A
CONTRACT MANAGEMENT	
Addresses for service of Notices See GC36	<p>Co-ordinating Commissioner: NHS West Yorkshire Integrated Care Board Address: White Rose House, West Parade, Wakefield WF1 1LT Email: simon.rowe2@nhs.net</p> <p>Commissioner: Simon Rowe Address: White Rose House, West Parade, WF1 1LT, Wakefield Email: simon.rowe2@nhs.net</p> <p>Provider: [] Address: [] Email: []</p>
Commissioner Representative(s) See GC10.2	<p>Claire Kilburn – Head of Medicines Optimisation (Bradford District and Craven) Address: Scorex House West, 1 Bolton Road, Bradford, West Yorkshire, BD1 4AS Email: claire.kilburn@bradford.nhs.uk</p> <p>Helen Higgins – Head of Medicines Optimisation (Leeds) Address: White Rose Office Park, Building 3, Leeds, LS11 0LT Email: helen.higgins1@nhs.net</p>

Provider Representative	Name: []
<i>See GC10.2</i>	Address: []
	Email: []
	Tel: []

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 in accordance with GC4.1:

Evidence of appropriate Indemnity Arrangements

- The Provider is included within the Pharmaceutical List for a West Yorkshire Health and Wellbeing Board.
- The Provider premises is registered with the General Pharmaceutical Council and complies with the General Pharmaceutical standards and registration processes.
- The Provider complies with all the conditions and requirements of the Terms of Service for pharmacy contractors as defined through the Community Pharmacy Contractual Framework and the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations.
- The Provider must sign and return the Contract to the Co-ordinating Commissioner prior to the Service Commencement and at the latest by the Longstop Date.

If a signed contract is not returned to the Co-ordinating Commissioner by the Longstop Date, then the Co-ordinating Commissioner, acting for it and on behalf of each listed Commissioner, would reserve the right for payment to the Provider to be withheld until this Contract is signed and returned.

- The Provider must be able to demonstrate, in advance of the Longstop Date, that it is in full adherence to each, and all of the data reporting requirements stated within Schedule 6.

The Co-ordinating Commissioner, and each listed Commissioner, shall reserve the right to place on hold any invoice that pertains to a period of time whereby the data reporting requirements have not been met, until these requirements have been met in full.

The Provider must complete the following actions in accordance with GC4.1:

- The Provider is included within the Pharmaceutical List for a West Yorkshire Health and Wellbeing Board.
- The Provider premises is registered with the General Pharmaceutical Council and complies with the General Pharmaceutical standards and registration processes.
- The Provider complies with all the conditions and requirements of the Terms of Service for pharmacy contractors as defined through the Community Pharmacy Contractual Framework and the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations.

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

- 1. The Commissioners may opt to extend the Contract Term once with the final expiry date being 31/03/2027.**

SCHEDULE 2 – THE SERVICES

A. Service Specifications

1. Service Description

It is estimated that across West Yorkshire waste medicine is estimated to cost more than £10m annually. Excess medicine in the home is a safety risk to both patient and other household members and there is a high environmental impact both in the waste and the disposal of unused medicines.

West Yorkshire ICB is exploring multiple methods to reduce the estimated £300 million of NHS prescribed medicines that are wasted each year.

<https://www.england.nhs.uk/wp-content/uploads/2015/06/pharmaceutical-waste-reduction.pdf>

Community Pharmacy is remunerated by the NHS on the number of prescription items dispensed so currently the system creates a financial disincentive for Community Pharmacy to proactively intervene to reduce the number of prescription items being dispensed.

The NHS Essential Service, Repeat Dispensing, does include an obligation that before issuing the repeat dispensing prescription, the pharmacy team needs to establish that the patient is taking or using their medication appropriately and that there are no reasons why the medication in question should not be supplied. This obligation does not apply to non-repeat dispensing prescriptions issued.

A Collaborative Medicines Waste Reduction and Repeat Prescription Optimisation scheme has been commissioned to maximise the benefits of the high number of patient contacts made by community pharmacy teams.

The service will involve:

- The community pharmacy teams speaking to the patients or their representatives to check if any items were being ordered and/or dispensed that the patient had stopped taking or did not need for clinical reasons.
- The community pharmacist or pharmacy technician informing the GP practice to update on the conversation with the patient and any associated recommendations.
These may include
 - o a change needs to be made to the patient's repeat medication record to
 - remove the item as it is no longer required
 - lengthen the prescription interval so that it can be ordered less frequently (particularly for "when required" or non-oral preparations such as creams or inhalers e.g., changing salbutamol inhaler duration from 28 to 180 day repeat interval)
 - synchronise prescription duration (i.e. all items on 28 or 56 days).
- The practice making the appropriate amendments after checking clinical suitability, then alerting the pharmacy and the project manager.
- The provision of the service will be supported by an IT platform, PharmOutcomes. This will allow the secure communication between the community pharmacy, general practice and pseudonymised service data for the ICB.

The service will run for a fixed period until the 31/03/2026 when the service will be reviewed and a decision made by the ICB as to whether to continue the service for a period of up to 12 months or to close the service.

2. Aims and objectives

2.1 Aim

To utilise community pharmacy to proactively identify prescription interventions that aim to reduce medicines waste and deliver savings to the prescribing budget while collaboratively supporting patients with their medication.

2.2 Objectives

1. Reduce medicines waste across West Yorkshire
2. Reduce excess medication in patient's homes and improve safety
3. Positively impact the ICB prescribing budget
4. Environmental benefits to reducing unnecessary medication
5. Support collaborative working between community pharmacy and general practice

3. Eligibility and Recruitment of Participating Community Pharmacies

3.1 Eligibility

This service is limited to community pharmacies in Leeds and Bradford and Craven Place and only where the Place has commissioned the service. The service is only applicable to patients that are registered with a Leeds and Bradford and Craven Place GP Practice.

The ICB recognises that there will be exceptions where community pharmacies that fall outside of the Leeds and Bradford and Craven Place geographical boundary will dispense to patients that are registered with a GP Practice in Leeds and Bradford and Craven Place. The ICB will work collaboratively with Community Pharmacy West Yorkshire to agree those community pharmacies that are eligible to participate in this service that are geographically located outside of Leeds and Bradford and Craven Place.

The community pharmacy must satisfy the following criteria to demonstrate their ability to take part in the service:

- Fully compliant with the essential services and clinical governance requirements of the Community Pharmacy Contractual Framework (CPCF).
- In good standing with the commissioner and regulator.
- Can comply with all the elements described in the service specification.

Pharmacies entering the NHS England pharmaceutical list under a distance-selling exemption (DSPs) can provide this service but must make necessary arrangements for this service to be provided remotely, i.e. not face-to-face, as this service is linked to dispensing, an essential service. DSP contractors in Leeds and Bradford and Craven Place will be invited to take part in the service.

4. Patient Eligibility

4.1 Patient Eligibility

Community pharmacies need to ensure that the associated activity and claims under this service are for patients registered with a GP Practice in Leeds and Bradford and Craven. It is the patient's registered GP practice which determines eligibility.

4.2 Patients Eligibility Exclusion Criteria

Patients registered with a GP practices outside of Leeds and Bradford and Craven Place are not eligible for an intervention or associated claim. If additional places within West Yorkshire implement a scheme within their place a variation will be issued to this agreement.

For those patients who have their repeat medicines managed through electronic repeat dispensing (eRD) it is recognised that the review of medicines forms part of eRD and are therefore not eligible for this service.

5. Requirements for Service Provision – Premises, Training and Other

Requirements

5.1 Requirements for participating community pharmacies

The pharmacy must review and amend its standard operating procedure for assembly of prescriptions to reflect the service requirements. This will be made available to the commissioner if requested.

The pharmacy will complete all relevant fields in PharmOutcomes to allow full audit and to claim for the activity

5.2 Requirements for pharmacists and pharmacy technicians employed within participating community pharmacies

All members of the dispensing team can identify items which are potentially unnecessary medicines. The community pharmacy is responsible for ensuring that all sessional and locum support staff that are engaged to work in the pharmacy are aware of the service and are able to fulfil the requirements of the service specification.

Pharmacists and pharmacy technicians must then carry out the consultation with the patient and take accountability for making the recommended change via PharmOutcomes to the GP practice.

There are no specific training requirements for this service, all involved should operate within their level of competence and address any learning requirements via CPD.

Care records should be reviewed in conjunction with Pharmacy PMR for each recommendation, once patient consent is obtained for access to records.

Interventions may be made even if the prescription item is required to be dispensed on that occasion. If the patient states they do not need the item at the time of the intervention then it must be marked as not dispensed on the FP10.

Each intervention needs to be 'actioned and completed' by the practice pharmacist or equivalent via PharmOutcomes. Where an intervention is 'not actioned' by the practice pharmacist or equivalent, an explanation should be recorded on PharmOutcomes and feedback made available to the community pharmacy team for learning.

Where recommendations have been sent to a GP practice which have not been actioned and feedback not received, community pharmacies are not eligible to claim for more than 10 recommendations from that GP practice. Community pharmacies are expected, as part of this service specification to escalate this to the ICB commissioning representative named in Schedule 1.

5.3 Requirements for the West Yorkshire ICB Medicines Optimisation team

Members of the ICB Medicines Optimisation team will support with engagement at GP practice level and support to ensure recommendations are actioned by the patient's registered GP practice within 21 days of the recommendation is made.

The ICB will be supporting with audit and evaluation and will require all parties involved in the service to work collaboratively to achieve this.

6. Consent

Informed verbal consent to receive the service must be sought from the patient, or their representative and recorded in the pharmacy's record. Consent must be obtained for the following purposes:

- To participate in the service
- To share details of their information and medicine recommendations with the person's registered general practice.

If the person does not consent with sharing information with their registered general practice they are not eligible for the service.

7. Records and Data Collection

All data required will be gathered via PharmOutcomes, a record of the intervention should also be recorded on the patient medication record.

8. Governance

- This service will adhere to the principle of data governance as outlined in the Community Pharmacy Contractual Framework
- All patient records will be managed in a manner which is consistent with the code of practice for health and social care services
- In line with Community Pharmacy Contractual Framework Safeguarding requirements where the pharmacist is concerned about a potential safeguarding issue, then appropriate action should be taken, where necessary, in line with local safeguarding processes.
- The pharmacy is required to report any patient safety incidents in line with the Clinical Governance Approved Particulars for pharmacies.
- The pharmacy should deal with any complaints using the pharmacy's own standard complaints procedure.
- The pharmacy will also report any incidents or complaints related to this service to the service commissioner.

9. Confidentiality

All parties shall adhere to applicable data protection legislation, including the [Data Protection Act 2018](#), and to the [Freedom of Information Act 2000](#).

Registered pharmacy professionals are expected to follow the most recent GPhC guidance on confidentiality.

10. Indemnity

The community pharmacy shall maintain adequate insurance for public liability and professional indemnity against any claims which may arise from the delivery of the service and terms and conditions of this agreement. Any litigation resulting from an accident or negligence on the part of the community pharmacy delivering the service is the responsibility of the community pharmacy and/or pharmacist independent prescriber who will meet the costs and any claims for compensation, at no cost to the commissioner.

11. Payment

11.1 Service Payment

- Participating community pharmacies will be remunerated £5 for each recommended intervention that is sent through PharmOutcomes to the GP practice.
- A further £25 will be paid when a recommendation has been actioned by the practice.
- Where recommendations have been sent to a GP practice and feedback not received, community pharmacies are not eligible to claim for more than 10 recommendations from that GP practice. Community pharmacies are expected, as part of this service specification to escalate this to the ICB commissioning representative named in Schedule 1.
- Participating community pharmacies will be remunerated for one intervention per drug prescribed for example if a community pharmacy recommends a change to dose and frequency under the terms of this contract the community pharmacy will be paid for one intervention.

11.2 Submission of Payment Claims

- Payments for participating community pharmacies will be based on activity recorded on the PharmOutcomes system. Provision of payment will be managed

by Community Pharmacy West Yorkshire on behalf of the West Yorkshire ICB in line with the Service Agreement between CPWY and the ICB.

- Claims will be processed on a monthly basis.
- Community Pharmacies must record the information onto PharmOutcomes within 24 hours of the consultation. Consultations and any identified interventions recorded outside of this timeframe may not be considered eligible for remuneration.

11.3 Post Payment Verification

Where required by the ICB, the community pharmacy is expected to cooperate with any post payment verification assurance processes.

12. Equipment

Community pharmacies will be expected to have access to PharmOutcomes platform in order to participate in this service.

13. Duration and termination

The service will run for a 04-month period. With the option to extend for up to a further 12 months if agreed.

Termination and notice period

- One month's notice of termination must be given in writing to the commissioner if the community pharmacy wishes to terminate this agreement before the end of the service agreement.
- The commissioner may suspend or terminate this agreement forthwith if there are reasonable grounds for concern including, but not limited to, malpractice, negligence, or fraud on the part of the community pharmacy.

14. Evaluation

As part of the ongoing review and evaluation of the impact of this service, community pharmacies may be expected to provide information that supports service review. This will be agreed with Community Pharmacy West Yorkshire.

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes Not Applicable

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

G. Other Local Agreements, Policies and Procedures

If requested by the Co-ordinating Commissioner or the Provider (as per Service Condition 30.2), the Co-ordinating Commissioner or the Provider (as the case may be) must within 5 Operational Days following receipt of the request send or make available to the other copies of any Services guide or other written agreement, policy, procedure or protocol implemented by any Commissioner or the Provider (as applicable).

Commissioning Policy

The Provider shall adhere to the Commissioning Policy of the Co-ordinating Commissioner.

<https://www.westyorkshire.icb.nhs.uk/documents/commissioning-policies>

The Co-ordinating Commissioner's commissioning policy is the only one that shall apply to the Provider within this Contract.

The Co-ordinating Commissioner's Commissioning Policy details where there are evidence-based criteria to define the circumstances within Service Users may obtain specific types of healthcare. The policy also defines the processes that have been established by the Co-ordinating Commissioner to manage the adherence to the criteria.

It shall be the responsibility of the Co-ordinating Commissioner to notify the Provider of where it can access its Commissioning Policy.

The Co-ordinating Commissioner reserves the right to update/amend the content of its Commissioning Policy, in accordance with locally, regionally, or nationally agreed changes to the commissioning of interventions that are appropriate only when performed in specific circumstances. The Co-ordinating Commissioner also reserves the right to amend or replace its process(es) for adhering to it, including any stated circumstance for either Prior Approval, or Individual Funding Requests, with at least one month's notice in writing to the Provider. This is as per Service Condition 29.24 of the Contract.

The Provider shall hold – as the Commissioning Policy details those procedures which are not routinely commissioned by the Co-ordinating Commissioner – a direct responsibility to be aware of the eligibility criteria within the policy for these procedures and the processes for adhering to them, including any circumstance of Prior Approval or Individual Funding Request.

It is the responsibility of the Provider to adhere to the Co-ordinating Commissioner's commissioning policy when it manages the referrals it receives, and the activity it undertakes. The Provider shall be able to demonstrate to the Co-ordinating Commissioner how its actions on managing referrals and undertaking activity are in accordance with the Co-ordinating Commissioner's commissioning policy.

Service closure or suspension:

The Provider is required to formally advise the Co-ordinating Commissioner if any element of the Services delivered under this Contract is to be closed or suspended on either a temporary or permanent basis. The Provider is therefore responsible for informing the Co-ordinating Commissioner of any service closure/suspension, which is either temporary or permanent in nature.

Service closure or suspension includes any decision made by a Provider to pause / cease delivery of services to patients due to either planned intentions (for example refurbishment) or unplanned reasons (which may be due to staffing or quality issues).

The Provider should notify the Co-ordinating Commissioner of a temporary or permanent service closure or suspension by no later than on the first day of service

closure/suspension in the event of an unplanned reason and at least 4 weeks in advance in the event of a planned event.

The Co-ordinating Commissioner contacts named in these Particulars must receive any such notification in writing, which shall include - the reason why the decision for service closure/ suspension has been taken, the name and title of the provider's representative who has authorised the action, the start date of the service closure/ suspension, and the anticipated end date when the service is expected to reopen.

This should be followed with formal notification to the Co-ordinating Commissioner contacts on the first day of the service reopening and full-service delivery being reinstated.

This service closure or suspension procedure is in addition to any notification that may be made by the Service Provider to the Care Quality Commission, which should also be copied to the Co-ordinating Commissioner's quality team and contract lead.

Communications and marketing information:

Where possible the Provider must enable the Co-ordinating Commissioner to review and grant prior approval of any communications, information leaflets or marketing material that the Provider seeks to utilise and issue to describe or promote the Services that are specific, and/or tailored, to either:

The Service Users that are receiving the Service(s);

The General Practice membership of the Co-ordinating Commissioner, or any other Commissioner listed in this Contract;

The population resident within the boundary areas covered by the General Practice membership of the Co-ordinating Commissioner, or that for each listed Commissioner.

This may include the prior approval of information leaflets for Service Users.

J. Transfer of and Discharge from Care Protocols

Not Applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Safeguarding and the Protection of Children and Adults at Risk including the Mental Capacity Act (MCA) Standards

The Provider complies with all the conditions and requirements of the Terms of Service for pharmacy contractors as defined through the Community Pharmacy Contractual Framework and the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations.

The provider will have its own Safeguarding and Mental Capacity Act policies and procedures that adhere to the agreed Multi-agency Policies and procedures for Safeguarding Adults and for Safeguarding Children and relevant current legislation.

The Provider will comply with the West Yorkshire Integrated Care Board (ICB) Safeguarding Standards relevant to each organisation.

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Not Applicable

C. Local Prices

Collaborative Medicines Waste Reduction and Repeat Prescription Optimisation Scheme

£5 per recommended intervention (VAT Exempt) plus £25 (VAT Exempt) if the recommendation is actioned by the GP practice.

A participating community pharmacy may complete up to and no more than 10 recommended interventions until the practice begins to action the intervention on their system.

Where recommendations have been sent to a GP practice and feedback not received, community pharmacies are not eligible to claim for more than 10 recommendations from that GP practice. Community pharmacies are expected, as part of this service specification to escalate the ICB commissioning representative named in Schedule 1.

Payments for participating community pharmacies will be based on activity recorded on the PharmOutcomes system. Provision of payment will be managed by Community Pharmacy West Yorkshire on behalf of the West Yorkshire ICB in line with the Service Agreement between CPWY and the ICB.

Payments will be processed on a monthly basis.

Community Pharmacies must record the information onto PharmOutcomes within 24 hours of the consultation. Consultations recorded outside of this timeframe may not be considered eligible for remuneration.

Participating community pharmacies will be remunerated for one intervention per drug prescribed for example if a community pharmacy recommends a change to dose and frequency under the terms of this contract the community pharmacy will be paid for one intervention.

SCHEDULE 3 – PAYMENT

D. Expected Annual Contract Values

<p>Not Applicable</p>

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

Refer to s15.11 of the Contract Technical Guidance. If the contract has been procured under the Procurement Act 2023 and has a contract value of above £5m (inclusive of VAT), you will need to include at least three Local Quality Requirements ('KPIs' under the Procurement Act). You need to publish these Local Quality Requirements, and then assess the Provider's performance against them at least annually, and on expiry or termination of the contract. Please refer to Guidance: Key Performance indicators at <https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-manage-phase/guidance-key-performance-indicators-html> and if necessary, take legal advice.

Community pharmacies will be required to report service information through the PharmOutcomes digital platform, the table below details the level of service information that will be required.

	Quality Requirement	Threshold	Method of measurement	Applicable Service Specification
1	Practitioner details and date of intervention	N/A	PharmOutcomes	N/A
2	Patient details	N/A	PharmOutcomes	N/A
3	Medication details and recommended action	N/A	PharmOutcomes	N/A
4	Reason for recommendation	N/A	PharmOutcomes	N/A

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	N/A	N/A	N/A
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 SC36.12</i>)	N/A	N/A	N/A
2	Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	N/A	N/A	N/A
3	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	N/A	N/A	N/A
4	Summary report setting out relevant information on Patient Safety Incidents and the progress of and outcomes from investigations into such Incidents, as agreed with the Co-ordinating Commissioner	N/A	N/A	N/A
Local Requirements Reported Locally				
1	Local activity and quality requirements are provided through the required consultation reporting in PharmOutcomes.	To be completed contemporaneously with the intervention.	PharmOutcomes	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

Not Applicable

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);

- 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;
 - 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Note: it may in certain circumstances be appropriate to the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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

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