

North East London Integrated Care Board

Locally Enhanced Service – Community Pharmacy Selfcare Advice Service

THIS AGREEMENT is made on the/...../..... (dd/mm/yyyy)

BETWEEN:

North East London Integrated Care Board, 20 Churchill Place, Canary Wharf, London, E14 5HJ. (“the Commissioner”)

and:

(“the Provider”) < **INSERT ODS Code, Pharmacy name, address, NHS Mail address and owner of the Pharmacy** (Address where the service is to be provided) >

.....
.....
.....



1. Scope of this Agreement

- 1.1. This Agreement is supplemental to the Community Pharmacy Contractual Framework (“the Contract”) between North East London Integrated Care Board and the Pharmacy.
- 1.2. The Schedules to this Agreement form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. Capitalised terms in this Agreement have the meanings given to them in the Contract unless otherwise defined in this Agreement.
- 1.3. Without prejudice to the generality of the foregoing, all of the terms and conditions of the Contract shall apply to the Pharmacy’s provision of Local Enhanced Services.
- 1.4. This Agreement details the contractual requirements for the provision of Local Enhanced Services in consideration of North East London Integrated Care Board payment of the sums set out in the Service Specifications (Schedule 2).

2. Interpretation and Duties

Certain words and phrases used in this Agreement shall have the following meanings:

Words / Phrases	Meaning
“Pharmacy”	Means the pharmacy named as” the provider” above.
“The Service”	Community Pharmacy Selfcare Advice Service
“Service Specification”	Means the specification of the Services as set out in Schedule 2.
“The Provider or Service Provider”	Means the Pharmacy Contractor providing the service.
“Service User”	Means an individual accessing the pharmacy services.
“North East London Integrated Care Board” or “NEL ICB”	Means the Commissioner.
“The Market Entry Officer”	Means the Market Entry team to notify of changes to Ownership/Director/Relocations/Closures England.lon-marketentry@nhs.net

- 2.1. In the event of any conflict between the terms of the Appendices to this Agreement and the main body of this Agreement, the main body of this Agreement shall prevail.
- 2.2. In this Agreement, unless the context otherwise requires, a reference to a “person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association

and a reference to a person includes a reference to that person's successors and permitted assigns.

3. Local Enhanced Services

- 3.1. The Pharmacist shall provide the Local Enhanced Service set out in Schedule 2 in accordance with and subject to the terms and conditions of this Agreement and as more particularly described in the Relevant Service Specifications (as defined in Clause 3.3 of this Agreement, below).
- 3.2. Activity records as set out in the Relevant Service Specifications must be retained by the Pharmacy for a period of 6 years, in accordance with HM Revenue & Customs general rules, and must be available for review by North East London Integrated Care Board upon request (having given reasonable notice to the Pharmacist).
- 3.3. The Pharmacist shall at all times provide the Local Enhanced Service in accordance with the Service Specifications issued by North East London Integrated Care Board and which the pharmacy has been approved and has signed up to provide. The Pharmacy shall not (i) suspend the provision of a Local Enhanced Service or (ii) cease to provide a Local Enhanced Service, without, the prior written consent of the appropriate Commissioning Local Enhanced Service Lead (such consent will not to be unreasonably withheld or delayed).

4. Term

- 4.1. The Term of this Agreement is as set out in the Service Specification, subject to either party at any time giving not less than one month's notice to the other party to terminate this Agreement, such notice to be given at any time from the date of this Agreement.

5. Service Activity and Price

- 5.1. The Provider shall ensure the Services are provided from the named Pharmacy only.
- 5.2. North East London Integrated Care Board shall, in consideration of the Provider providing the Services, pay the Provider the appropriate fee as set out in the Service Specification (Schedule 2), for the activity carried out.

6. Payment

- 6.1. Payment to the Provider referred to in Clause 5.2 will be made by North East London Integrated Care Board monthly following completion of a claim via PharmOutcomes; as indicated in the service specification (Schedule 2).
- 6.2. North East London Integrated Care Board 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, including the Service Specification.

- 6.3. The payment will only be paid to those providers who are fully compliant with the requirements set out in the service specification.

7. Publicity Material

- 7.1. Communications and publicity are fundamental to the ethos and nature of the Service; therefore, it is essential that the parties shall contact, discuss and agree with North East London Integrated Care Board any publicity launches, media coverage (local and national), and crisis situations.
- 7.2. North East London Integrated Care Board shall be able to offer support and advice to the person seeking it where appropriate.

8. Confidential Information and Data Protection

- 8.1. The contractor must ensure they are compliant with the requirements for Information Governance as set out in the terms of service.

9. Variation

- 9.1. The Service or any aspect of this agreement may be varied if:
- a) the parties agree in writing, or
 - b) upon request by North East London Integrated Care Board where there is a change in service priorities or where there is a change in the way in which this Agreement including any associated Appendices is required to work, as required by:
 - i. changes in legislation, guidance or directions from the Department of Health, or
 - ii. other exceptional circumstances
- 9.2. Proposals to vary the Services may be initiated by either party. A request to vary the Services will require at least one month's written notice unless the parties agree otherwise.

10. Complaints

- 10.1. Any complaint by a patient shall be managed according to the NHS Complaints Procedure.
- 10.2. In addition, the Provider will provide to North East London Integrated Care Board a brief outline of the complaint within 7 days of it being made to the Provider, and a brief outline of the outcome of the complaint within 14 days of its resolution.

11. Dispute Resolution

- 11.1. In the event of any disagreement or dispute between parties, each party will use their best endeavours to reach a solution within 30 days without resort to conciliation or the courts.
- 11.2. In the event of the parties being unable to reach a resolution jointly they will jointly agree the name of a conciliator within 2 weeks.
- 11.3. In the event of conciliation failing to resolve the dispute, the parties shall submit to the exclusive jurisdiction of the English Courts. English Law shall apply.

12. Default and Termination

- 12.1. Either party may terminate this Agreement by giving one month notice to the other parties if any of the other parties refuses or fails to carry out any of its obligations or, if the matter complained of is:
- a) incapable of rectification, or
 - b) capable of rectification, but has not been rectified within 14 days of the notice being sent to the reasonable satisfaction of the non-defaulting party serving the notice.
- 12.2. If the Provider has failed to perform the Services in accordance with this Agreement or is otherwise in breach of this Agreement, and the Provider has not remedied the breach where it is capable of being remedied within such time as may have been notified to the Provider, North East London Integrated Care Board may terminate this Agreement.
- 12.3. North East London Integrated Care Board may terminate this agreement by immediate notice if:
- a) the Provider ceases to provide pharmacy services from the Pharmacy or they are withdrawn or removed from the Pharmaceutical list, by whatever means.
 - b) if the Provider suffers winding-up, liquidation, bankruptcy or other similar proceedings.

13. Special Conditions

- 13.1. The parties agree to adhere to the details of the Service as laid out within:
- a) the Service Specification
 - b) the terms of any appropriate code of professional conduct

14. Agency

- 14.1. In carrying out the Service, the Provider shall be acting as principal and not as the agent of North East London Integrated Care Board and consequentially:

- a) neither the Provider nor its staff shall in any circumstances hold itself or themselves out as being the servant or agent of North East London Integrated Care Board other than in circumstances expressly permitted by North East London Integrated Care Board in writing.
- b) neither the Provider nor its staff shall under any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of North East London Integrated Care Board or in any other way to bind such party to the performance variation release or discharge of any obligation otherwise than in circumstances expressly permitted by North East London Integrated Care Board.
- c) neither the Provider nor its staff or volunteers shall under any circumstances hold itself or themselves out as having the power to make, vary, discharge, or waive any law or regulation of any kind.
- d) nothing in this Agreement shall impose any liability on North East London Integrated Care Board. in respect of any liability incurred by the Provider to any other person.

15. Notices

- 15.1. Any notice to be served by either party on another pursuant to this Agreement shall be sent by the approved route (Pharmacy Premises specific email) and shall be deemed to have been received by the addressee set out above.

16. Assignment, etc.

- 16.1. The Provider shall not be entitled to transfer, novate, assign, sub-contract or in any other way, dispose of its rights or obligations under this Agreement or the whole or any part of this Agreement to any person without the prior written consent of North East London Integrated Care Board. As a condition of such consent being granted, North East London Integrated Care Board may require the Provider to enter into a legally binding written agreement with North East London Integrated Care Board and such person, under which that person undertakes to perform all obligations and be responsible for all liabilities under this Agreement and to be bound by the terms and conditions of this Agreement in every way, as if it were a party to this Agreement from the date on which this Agreement commenced in accordance with Clause 2.
- 16.2. The Provider shall promptly notify the Market Entry officer if there is a planned change of ownership or Pharmacy relocation and in such circumstances North East London Integrated Care Board may terminate this Agreement upon serving written notice to the Provider if, in North East London Integrated Care Board reasonable opinion, the said change would be detrimental to the provision of the Services.

17. Intellectual Property

- 17.1. All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party.

- a) Subject to clause 17.1, each party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trademark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trademark will be agreed between the parties and consent to such use will not be unreasonably withheld.
- b) Neither party shall use any name or trademark belonging to the other party or their affiliates in any way that may damage the goodwill of the other party or that of its affiliates.

18. Suspension of Services

- 18.1. North East London ICB reserves the right to withdraw the service in full or any part of this service with immediate effect. If there are concerns regarding an individual contractor or group of contractors delivering the service, the commissioner may suspend provision of the service from that or those contractors with immediate effect whilst further investigation is carried out and until satisfactory assurance is provided. Contractors will be notified via their pharmacy NHSmail shared mailbox.

SCHEDULE 1 – Parties to this Contract

Part 1

The North East London Integrated Care Board whose name, address, and telephone number are:

North East London Integrated Care Board
20 Churchill Place, Canary Wharf, London, E14 5HJ.

The *authorised officer*, whose name, address, telephone number and email address are:

Dr Raliat Onatade – Chief Pharmacist and Director of Medicines and Pharmacy
North East London Integrated Care Board
20 Churchill Place, Canary Wharf, London, E14 5HJ
.nelondonicb.medicinesoptimisationenquiries@nhs.net

Part 2

The Contractor providing the *Services* from a *pharmacy* whose name and registered office is:

Community Pharmacy Name
Community Pharmacy Main Premises (or Head Office Address)

The *contract manager* whose name address, telephone number and email address is:

Community Pharmacy Manager/Superintendent Pharmacist Name
Community Pharmacy Main Premises (or Head Office Address)
Community Pharmacy Contact no.:
Community Pharmacy NHS email address:

The address to which official correspondence and *notices* may be sent is, and the email address is:

North East London ICB

Dr. Raliat Onatade – Chief Pharmacist and Director of Medicines and Pharmacy
NEL ICB Pharmacy and Medicines Optimisation Team
20 Churchill Place, Canary Wharf, London, E14 5HJ.

Contractor:

Community Pharmacy Manager/Superintendent Name

Community Pharmacy Name

Community Pharmacy Premises (or Head Office Address)

If there is any change to the details specified in Part 1 or Part 2 of this Schedule 1, the party whose details have changed must give *notice* in writing to the other party as soon as is reasonably practicable.

Part 3

The *pharmacy* address is:

Individual community pharmacy address if signed from Head office

Otherwise, community pharmacy main premises address

X

Completed by:

X

Signed:

X

Date:

The contractor will agree to the SLA through PharmOutcomes

Schedule 2

COMMUNITY PHARMACY SELF CARE ADVICE SERVICE

July 2024- March 2027

Service Specification

Contents

1. Background	12
2. Aims and Objectives	12
3. Requirements for Service Provision	13
4. Service Description	16
5. Patient Consent	21
6. Governance Arrangements	22
7. Indemnity	23
8. Safety and Incident Reporting	23
9. Complaints	23
10. Quality Indicators	23
11. Data and Information Management	24
12. Payment Arrangements	25
13. Training Requirements	26
14. Terms of the Agreement	27
15. Patient Confidentiality	27
16. Adverse Drug Reactions (ADRs)	28
17. Unsatisfactory Performance	28
18. Tax Liabilities	29
19. Audit	29
20. Withdrawal from the Service	29
21. Monitoring and Post-Payment Verification	30
22. Review and Evaluation	30
23. References	31
24. Appendices	31
Appendix 1. Conditions Covered by the Community Pharmacy Selfcare Advice Service	33
Appendix 2. Pathway for Patient Access to the Community Pharmacy Selfcare Advice Service	34
Appendix 3. Guidance for Confirming Patient Eligibility for the Community Pharmacy Selfcare Advice Service	36
Appendix 4. Medicines Formulary for the Community Pharmacy Selfcare Advice Service	37

1. Background

- 1.1. In April 2023, the North East London (NEL) Population Health and Integration Committee (PHIC) approved a 'shared ambition' funding allocation to reduce health inequalities in NEL.
- 1.2. The 'shared ambition' funding will be utilised to deliver a new locally enhanced service called the '**Community Pharmacy Selfcare Advice Service**', where community pharmacists will provide support to residents on low incomes and the most socially vulnerable residents, to self-manage their minor ailments with clinical advice from the pharmacist, and access to free over the counter (OTC) medicines for eligible patients. Support on health and wellbeing, and referrals to other services, e.g. smoking cessation, will also form part of this service. This is a priority in the current context of significant health inequalities within our population, with those living in more deprived areas experiencing poorer health outcomes, and high cost of living pressures across NEL.
- 1.3. The Community Pharmacy Selfcare Advice Service will aim to support the provision of certain elements of the new 'Pharmacy First' service, which launched on 31st January 2024, and also incorporates elements of the old 'Community Pharmacist Consultation Service' (CPCS).
- 1.4. The national pharmacy advanced service 'Pharmacy First' consists of 3 core elements:
 - i. Pharmacy First (clinical pathways) – new element
 - ii. Pharmacy First (urgent repeat medicine supply) – previously commissioned as the CPCS
 - iii. Pharmacy First (NHS referrals for minor illness) – previously commissioned as the CPCS
- 1.5. A Minor Ailments Service (MAS) was in operation within agreed community pharmacies based in City and Hackney and ended in March 2024– this service was called 'Health First Pharmacy' (HFP). The Community Pharmacy Selfcare Advice Service has now replaced the HFP MAS, ensuring that a unified service is available across all places within NHS NEL. Certain elements of the new service will differ from the City and Hackney HFP MAS – this will be clarified in the service specification.
- 1.6. The Community Pharmacy Selfcare Advice Service will cover 24 different conditions. Further information regarding the conditions covered by the service is available in section 4.4 and Appendix 1.

2. Aims and Objectives

- 2.1. The Community Pharmacy Selfcare Advice Service will aim to support the provision of the '**minor illness referral**' element of the new '**Pharmacy First**' service, for NEL residents on low incomes and those who are the most socially vulnerable. The 'Pharmacy First' service would normally require patients referred to the service to purchase any medicines appropriate to the condition for which they have been referred. The Community Pharmacy Selfcare Advice Service would allow for eligible patients (as defined by this service specification) to receive free-of-charge over the counter (OTC) medicines for certain specified minor illnesses.

2.2. The Community Pharmacy Selfcare Advice Service will support NEL Integrated Care System (ICS) to deliver on the following key objectives:

- Improving outcomes in population health and healthcare
- Tackling health inequalities in outcomes, experience and access
- Enhancing productivity and value for money

2.3. The main objectives of the Community Pharmacy Selfcare Advice Service are:

- i. To help address health inequalities through Making Every Contact Count (MECC) interventions. MECC enables the opportunistic delivery of consistent and concise healthy lifestyle information and enables individuals to engage in conversations about their health at scale across organisations and populations.
- ii. For eligible residents of North East London to have access to timely advice and support on health and wellbeing
- iii. To reduce the number of GP appointments and/or A&E attendances for conditions related to specific minor ailments
- iv. To complement and aid implementation of the nationally commissioned Pharmacy First Service, with the provision of free-of-charge OTC medicines for eligible residents, where the current cost of living pressures may impact on their ability to purchase any recommended medicines
- v. To signpost residents to other integrated services which form part of the community pharmacy contractual framework that they could use to improve their health, e.g. hypertension case-finding, smoking cessation, or pharmacy contraception services

2.4. Benefits of the service will include the following:

- i. For residents:
 - Support closer to home from community pharmacists, to self-manage certain minor illnesses without the need to make an appointment to see a GP
 - Advice and signposting to wider health and wellbeing support, to improve their health
 - Access to free OTC medicines for eligible patients, in a timely manner
- ii. For the system:
 - Maximise the clinical skills of the community pharmacist to help patients to self-manage their minor ailments and conditions
 - Increase capacity in primary care for GPs to manage more complex conditions
 - Complements the nationally commissioned Pharmacy First Common Conditions service, where prescription only medicines (POMs) can be supplied by community pharmacists. No duplication between the two services has been identified.

3. Requirements for Service Provision

3.1. Prior to provision of the service, the pharmacy contractor must:

- be satisfactorily complying with their obligations under Schedule 4 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations and

amendments (Terms of Service of NHS pharmacists) in respect of the provision of essential services and an acceptable system of clinical governance.

- notify the commissioner that they intend to provide the service by completing a registration declaration via PharmOutcomes.
- work with the commissioner to engage with local stakeholders, e.g. general practice colleagues, and primary care network colleagues, to make them aware the pharmacy is participating in this service.

3.2. The pharmacy must be located within a NEL place/borough.

3.3. The service must be provided by a registered pharmacist who has completed the required training and development detailed in the service specification and who is competent to deliver the service.

3.4. The pharmacy must have a consultation room that will be used for the provision of the service, which meets the requirements as specified in the Pharmacy First service specification. Where a face-to-face consultation is the preferred access model for the person eligible for the service, these consultations must be delivered from the consultation room at the pharmacy.

3.5. It is essential that face-to-face consultations are conducted for all walk-in patients. Remote consultations can only be permitted for patients referred via their GP practice (in line with the service specification for the minor illness elements of Pharmacy First), if this is agreed as the best option for the patient. In such cases, the mode of provision of medicines, signposting and referral to other services should be carefully considered. When undertaking remote consultations, the contractor must ensure that there are arrangements in place at the pharmacy which enable staff to communicate confidentially with the person receiving the service by telephone or another live audio link or a live video link. The contractor is responsible for ensuring that where clinical examination is required, such as for a rash, that the quality of the video consultation allows for appropriate examination so that the service can be fully provided by the contractor. NHS England guidance can help contractors to plan for this: [B1400-remote-and-video-consultations-guidance-for-community-pharmacy-teams.pdf \(england.nhs.uk\)](https://www.england.nhs.uk/media/1264/b1400-remote-and-video-consultations-guidance-for-community-pharmacy-teams.pdf). If a consultation is conducted remotely, the pharmacist should make suitable arrangements to ensure safe and timely delivery of any supplied medicines to the intended patient. Options could include the use of a trusted adult relative of the patient. Additional fees for the delivery of medicines will not be reimbursed under this scheme.

3.6. The pharmacy contractor must ensure that the service is available throughout the pharmacy's full opening hours (i.e. core and supplementary).

3.7. All pharmacies providing the service must be a Healthy Living Pharmacy (HLP). This is an essential mandated service offered by all pharmacy contractors across NEL as part of the NHS Community Pharmacy Contractual Framework (CPCF). These community pharmacies have been recognised as consistently demonstrating a healthy living ethos and a proactive approach to health and wellbeing.

3.8. The pharmacy contractor must be able to provide all elements of the service, this includes the provision of the Pharmacy First service including ability to conduct face-to-face consultations on pharmacy premises in NEL.

3.8.1 Subjected to the changes in Pharmaceutical Service Regulations 2013 from

October 2025, Distance-selling pharmacy (DSPs) will no longer be able to provide this service - whereby DSPs will no longer be able to provide in-person Directed services including Advanced, National Enhanced and Enhanced services onsite in line with the national regulation changes.

3.9. IT Requirements

- The pharmacy contractor must use the PharmOutcomes platform to record all NEL Community Pharmacy Selfcare Advice Service activity (i.e. the details of the patient consultation including ethnicity, confirmation of patient eligibility, supply of any free-of-charge medicines, and any other onward referrals made) for both walk-in and post Pharmacy First referrals.

3.10. Roles and Responsibilities

- **ICB Team Roles and Responsibilities:**
 - The ICB team will support the pharmacy contractor with the initial set-up of the service and provide support for queries relating to the delivery of the service.
 - Following a pharmacy contractor signing up to this agreement via PharmOutcomes, the ICB will confirm approval of service provision once validation checks have been completed by the DOP (Dental, Optometry, and Pharmacy) team. Contractors will be notified of approval via their pharmacy premises specific NHSmail account and/or via PharmOutcomes.
 - The ICB will arrange, when appropriate, contractor meetings to promote service development and update pharmacy staff with new developments, knowledge and evidence.
 - The ICB will be responsible for the promotion of the service locally, including the development of publicity materials, which pharmacies can use to promote the service to the public, where appropriate.
- **Community Pharmacy Team Roles and Responsibilities:**
 - Pharmacies must have a consultation room that will be used for the provision of the service which meets the requirements in the terms of service. The consultation room should also comply with the following requirements:
 - The consultation area must be clearly signed as a private consultation area and must be an area where service users and the pharmacy team member are able to sit and speak normally, without being overheard
 - The pharmacist must have appropriate IT equipment accessible within the consultation room to enable contemporaneous records of the consultations provided as part of this service to be made
 - The pharmacy contractor must ensure that the service is provided by suitably trained and competent pharmacy staff. Pharmacists (including locum pharmacists) providing the service must:
 - have read and understood the operational processes to provide the service as described in this service specification

- have completed the relevant “Pharmacy First” training applicable for the management of minor illness. Further information regarding training can be found on the relevant CPPE website: [NHS Pharmacy First service : CPPE](#). Additional training is also available on the following websites: [Community Pharmacists | CliniSkills](#) and [Pharmacy First - iLearn \(clarity.co.uk\)](#)
- The pharmacy contractor should outline processes to ensure that business as usual (BAU) core pharmacy services are not impacted by the provision of this service.
- Infection prevention and control measures should be followed at all times during and between patient consultations.
- The pharmacy contractor must have the relevant standard operating procedures (SOPs) required for the service. These should be reviewed regularly and following any significant incident or change to the service. The pharmacy contractor must ensure that all pharmacy staff (including locums) involved in the provision of the service are familiar with and adhere to the SOPs.
- The pharmacy contractor is required to report any patient safety incidents in line with the [NHS England » Approved particulars](#) for pharmacies. Further guidance regarding the reporting of patient safety incidents is covered in section 8 of the service specification.
- During a patient consultation, if the pharmacist is concerned about a potential safeguarding issue, then appropriate action should be taken, where necessary, in line with local safeguarding processes.

3.11. Assurances

- The ICB may conduct periodic audits to assess a community pharmacy contractor’s compliance with the service specification, as defined in this document. Further information regarding audit is covered in section 19.
- The ICB will define a core set of metrics that will be required from each community pharmacy to support monitoring and evaluation across the service. The selected evaluation partner will work with the ICB teams to develop and collect these metrics. Further information regarding evaluation is covered in section 22.

3.12. Management of Breaches of Requirements

- Any breaches of the service requirements by a pharmacy contractor will be investigated by the ICB, to identify the possible reasons for the breach.
- Any breaches that cannot be satisfactorily resolved following discussions between the pharmacy contractor and the ICB, may result in suspension or termination of the service contract, as outlined in the SLA above.
- Depending on the nature of the breach, the ICB may also need to escalate to NHS England

4 Service Description

4.1. Service Overview

- The service will only cover the specific minor illness conditions specified in Appendix 1
- The service will not cover any long-term conditions, which should be managed by

the patient's General Practice

4.2. Access or Referral of Patients into the Service

Mechanisms for patient access to the Community Pharmacy Selfcare Advice Service is described below and summarised in a pathway illustrated in Appendix 2.

- **Community Pharmacy Walk-ins:**
 - Walk-ins will be acceptable for eligible patients as listed under Section 4.3 and Appendix 3, and must be registered with a NEL GP practice, with the exception of patients who are **homeless, asylum seekers or refugees**, who are currently not registered with a GP practice
 - Overseas visitors will not be eligible for this service
- **via Pharmacy First Referrals:**
 - Eligible patients who are registered with a NEL GP practice can also be referred by a GP practice, NHS111, integrated urgent care clinical assessment service (IUC CAS), 999 services, or other urgent and emergency care providers (e.g. UTC, ED, UCC). Referrals should be made for the minor illness/clinical pathway element of the Pharmacy First Service via EMIS Local Services or PharmRefer. The community pharmacist will then assess further eligibility for this service
 - The provision of over-the-counter medication under CPSAS should only be reserved for those eligible patients where self-care is deemed to be the most appropriate option under Pharmacy First, both minor illnesses and clinical pathways.
 - Overseas visitors will not be eligible for this service via Pharmacy First referral.

4.3. Patient Eligibility Criteria

- All patients must be registered with a NEL GP practice. The only exception is for patients who are not registered with a GP practice and who are either:
 - Homeless, OR
 - Asylum seekers, OR
 - Refugees
- Patients must fall into one of the categories below in order to be eligible for the service:
 - Patients under 16 years, who have AT LEAST ONE PARENT WHO WOULD BE ELIGIBLE FOR THIS SERVICE
 - Patients who are 16, 17 or 18 years old, in full-time education, AND HAVE AT LEAST ONE PARENT WHO WOULD BE ELIGIBLE FOR THIS SERVICE
 - All young people who are under the care of the Local Authority
 - Young care leavers, aged 16-25 years old
 - Patients who are receiving Universal Credit and whose income is at a level where they are eligible for free prescriptions
 - Patients receiving other low income related benefits, which give them eligibility for free prescriptions (examples of which are listed in appendix 3)
 - Patients who are homeless, asylum seekers or refugees
 - Patients eligible for full help (HC2 certificate) under the NHS Low Income

Scheme (LIS). LIS eligibility also extends to the partner and any young dependants.

- To assist with clarity around which patients are classed as homeless, the definition being used by NEL ICB for our Homeless Health Strategy is as follows:

“Those experiencing homelessness include: rooflessness (without a shelter, sleeping rough on the streets); houselessness (place to sleep, but it’s temporary, in institutions or a shelter, and including refugee and asylum seekers); living in insecure housing (threatened with severe exclusion due to insecure tenancies, eviction, domestic violence, or staying with family and friends); and living in inadequate housing (caravans on illegal campsites, extreme overcrowding, exposure to damp).”

- Community pharmacists should aim to confirm patient eligibility with physical evidence, where possible, but absence of evidence should not be a barrier to patients receiving any urgent treatments required. Eligibility may also be confirmed using Real Time Exemption Checking (RTEC), where appropriate. Once confirmed, community pharmacists must record details of patient eligibility on PharmOutcomes.
- It is recognised that evidencing proof of eligibility is not straightforward for some of the patient cohorts (homeless, asylum seekers, refugees, young people under the care of the local authority, and young care leavers). For such patients, self-declaration is considered sufficient for confirmation of eligibility.
- Community pharmacists can refer to the table in Appendix 3 for guidance on how to confirm eligibility for the different patient cohorts.
- Patient eligibility will need to be checked at each patient visit and the details logged on PharmOutcomes.
- The pharmacy contractor must ensure the service is accessible, appropriate and sensitive to the needs of all patients. No eligible patient meeting the above criteria should be excluded or experience particular difficulty in accessing and effectively using this service due to their race, gender, disability, sexual orientation, religion or belief, gender reassignment, marriage or civil partnership status, pregnancy or maternity, or age.

4.4. Caps of activity and claim submissions

- Patients can only access this service a maximum of 6 times in any 6-month period. CPSAS templates on PharmOutcomes allows a maximum of 6 consultations in a 6-month period per eligible patient, but valid reasons must be entered into the system for the 5th and 6th consultations.
- The cap applies to CPSAS provided via walk-in and is not applicable to post-Pharmacy First referrals.
- Providers will be able to through PharmOutcomes, to check through the history of CPSAS provision for patients, however it is also recommended that CPSAS provision is recorded in the pharmacy’s PMR system.
- The ICB Pharmacy & Medicines Optimisation team will check through the claim submissions for the service and claims for consultations that have exceeded the maximum 6 supplies within the 6-month period will not be approved. Post payment verification process also applies.

4.5. Conditions Covered by the Service

- The Community Pharmacy Selfcare Advice Service covers 24 conditions. These are

listed in Appendix 1.

- Where a patient attends a pharmacist consultation for more than one condition, the pharmacist should log them as separate conditions on PharmOutcomes, unless they are clinically linked, e.g. nappy rash with pain. For patients attending via a GP practice referral, this will only be possible if the referrals have been made for each presenting condition.

4.6. Medicines Formulary

- Community pharmacists will be able to provide free-of-charge OTC medicines to eligible patients for specific minor illnesses, as outlined in the medicines formulary approved for provision of this service (see Appendix 4).
- Where more than one medicine is listed for a specific condition, the pharmacist should use their clinical judgement to establish which would be the most appropriate for a patient (considering patient symptoms, comorbidities, drug interactions, adverse effects, age, patient preference, etc.)
- While this should not be routine practice for all conditions, patients may occasionally receive more than one medicine for a specific condition, if this is considered appropriate by the pharmacist, e.g. loperamide + oral rehydration salts for diarrhoea
- One original pack of each medicine should be supplied, unless this would not be considered sufficient to complete a treatment course
- Where a generic medicine is recommended in the formulary, pharmacists should aim to supply the most cost-effective brand and pack size available to them
- OTC medicines must ONLY be used for licensed indications at the licensed doses
- Medicines should only be supplied for infrequent minor illnesses. Requests for repeat supplies could indicate a long-term condition that may require investigation and management by a patient's GP.
- The medicines recommended in the formulary may be reviewed and amended periodically, based on product availability and changes to evidence-based recommendations. Such changes will be updated through PharmOutcomes and will also be communicated to pharmacies via their pharmacy NHSmail shared mailbox, and other channels, as appropriate.

4.7. Onward Referral to Other Services

- As part of the patient consultation, community pharmacists should conduct a holistic review of the patient's health and wellbeing needs and refer or signpost them to other integrated services that may help them to improve their health, e.g. hypertension case-finding, smoking cessation, or pharmacy contraception services.
- Pharmacists should ensure that they have completed the MECC e-learning programme, which has useful guidance on signposting: [Making Every Contact Count - elearning for healthcare \(e-lfh.org.uk\)](https://e-lfh.org.uk/making-every-contact-count)
- NEL ICB will be working with local authorities and other local health services to make available to community pharmacists, the details of local health and wellbeing services that pharmacists can refer patients to.
- Details of any such referral(s) should be recorded in the patient record and also communicated to their GP.
- Patients presenting with complex medical needs (e.g. certain comorbidities or other prescribed medicines) may require referral to their GP for safe management of certain medical conditions (including but not limited to potential contraindications, drug interactions, worsening of concomitant conditions).
- Patients presenting repeatedly for the same medicine or condition should also be referred back to their GP, as the frequent visits may be suggestive of a long-term

condition that requires management by the GP. Patients who are not registered with a GP practice should be encouraged to register with a GP practice for further investigation and management of any possible long-term conditions.

- Ideally, pharmacists should aim to encourage all unregistered patients to register with a GP practice.
- Pharmacists must also ensure that patients presenting with any relevant 'red flags' such as symptoms associated with sepsis, meningitis or cancer are recognised and referred to their GP or A&E for urgent investigation and management, as appropriate.

4.8. Provision of Patient Information

- Patients should be provided with any written information, as appropriate to their consultation. This may include:
 - Written information about the service (and contact details for any queries or complaints)
 - Information regarding any new medicines supplied (patients should be counselled on how to take the medicine, any possible adverse drug reactions, and advised to read the patient information leaflet, either as the hard copy or as a link provided to an electronic version)
 - Information regarding any lifestyle advice given or details of other services patient has been referred or signposted to
- Patients should also be referred to relevant electronic selfcare resources, where appropriate. Examples of useful websites include:
 - NHS website: [Health A to Z - NHS \(www.nhs.uk\)](http://www.nhs.uk)
 - Self Care Forum website: [Homepage - Self Care Forum](http://www.selfcareforum.org.uk) (Fact sheets are particularly useful)

4.9. Record and Documentation of the Consultation

- The pharmacy contractor must use the PharmOutcomes system to record the details of the patient consultation, confirmation of patient eligibility, supply of any free-of-charge medicines, and any other onward referrals made.
- The contractor must complete the correct CPSAS templates on PharmOutcomes. The templates are not interchangeable.
 - One template is for walk-in provision and the other is for post-Pharmacy First referral
- Pharmacy contractors must adhere to defined standards of record keeping, ensuring that the consultation record is made on the same day that it occurs, unless exceptional circumstances apply. Where the PharmOutcomes system is unavailable due to exceptional circumstances beyond the control of the pharmacy contractor, then the consultation record must be added to the system as soon as possible after it becomes available again. If the problem persists for a period of greater than 3 working days, then the contractor must notify the commissioner of the issue. A paper proforma can be requested from the commissioner for use solely in the event of a PharmOutcomes system failure.
- The pharmacy contractor must ensure that a notification of the provision of the service is sent to the patient's GP on the day of provision or on the following

working day. This will be via PharmOutcomes or GP Connect. In the absence of an automated digital solution, or if there is a temporary problem with the system, this should be sent via NHSmail or hard copy.

- All relevant records must be managed in line with the [Records Management Code of Practice - NHS Transformation Directorate \(england.nhs.uk\)](https://www.england.nhs.uk/recordsmanagementcodeofpractice/)

5 Patient Consent

5.1. The pharmacist delivering the service will be required to obtain consent from the patient eligible to receive the service for the following purposes:

- To participate in the service and agree to a consultation in line with the service specification.
 - There will be a requirement to obtain verbal consent from the patient to proceed with a consultation.
- To share referral advice and shared decisions with the patient's registered general practice.
 - This consent informs the patient that their information and results will be shared with their registered general practice to enable the provision of appropriate care and stored by the pharmacy in line with the Records Management Code of Practice for Health and Social Care.
 - If the patient does not consent with sharing information with their registered general practice, there may be circumstances where the consultation can still proceed, and a post event message will not need to be sent (see service description for further information). A record to confirm the response should be retained.
- To share demographic and clinical data.
 - This consent is to allow the patient's pseudonymised data to be shared with commissioners and service evaluation teams for payment, monitoring, and evaluation purposes.
 - Patients accessing the service will be asked in the pharmacy if they consent to being contacted by a service evaluation team to complete a service user survey and/or interview. If a patient does not consent to participate in the service evaluation, they can still access the service.

5.2. Evidence of consent must be recorded on the PharmOutcomes system. Consent may also be recorded on a pharmacy's own PMR (Patient Medication Record) system, but is not compulsory. Consent recorded on a pharmacy's own PMR system should be retained for an appropriate period of time. As pharmacy contractors are the data controller, it is for each contractor to determine what the appropriate length of time is.

Decisions on this matter must be documented and should be in line with the Records Management Code of Practice for Health and Social Care.

6 Governance Arrangements

6.1. The governance arrangements that need to be put into place for the Community Pharmacy Selfcare Advice Service (either by the ICB or the pharmacy contractor) are as follows:

- **Roles and Responsibilities:** The ICB will be responsible for defining overarching roles and responsibilities for the service and these are specified above in section 3.8. The pharmacy contractor will be responsible for defining specific roles and responsibilities within their own teams and this should be included in their localised procedures for the service.
- **Assurances:** The ICB will be responsible for defining assurances for the safe and effective operation of the service. Such assurances may include the completion of checklists, audits, assessments, and other safeguards, as required. The pharmacy contractor will be responsible for complying with any requests or recommendations made by the ICB in relation to assurances for the service.
- **Audit:** The ICB reserves the right to request or conduct periodic audits to assess a community pharmacy contractor's compliance with the service specification, as defined in this document. Community pharmacy contractors must agree to participate in any audits or evaluations requested by the ICB.
- **Standard Operating Procedures:** Pharmacy contractors must develop or adapt existing Standard Operating Procedures (SOPs) to cover all aspects of the service.
- **Clinical Competency:** Pharmacists (including locums) participating in the service must have undertaken the relevant Pharmacy First training for the service. Pharmacists should undertake additional reading and learning, according to their clinical knowledge and experience, while also remaining up to date with new clinical guidelines as and when they are published.
- **Management of breaches of requirements:** The ICB will define how any breaches of the service requirements by the pharmacy contractors are managed in section 3.10.
- **Incident Reporting/Complaints process:** Further information regarding the process for reporting incidents or complaints is provided in sections 8 and 9 below.
- **Information Governance:** Data and information management is covered in section 11 below.
- **Business Continuity Plan:** Pharmacy contractors must develop a business continuity plan (BCP) as part of their SOP for the service, to define the actions to be taken in the event of equipment, process or systems failure. All relevant staff members must be made aware of the existence of the BCP and SOPs for this service, and know how and where to access them in the absence of key members of staff.

7 Indemnity

- 7.1. Pharmacy contractors must ensure that this service, and all clinical professionals and other staff working within it, are covered by appropriate indemnity.
- 7.2. Pharmacy contractors must ensure they have adequate commercial insurance in place to cover all liabilities (e.g. public and employers).

8 Safety and Incident Reporting

- 8.1. The pharmacy contractor is required to report any patient safety incidents in line with the 2023 NHS guidance on Clinical Governance Approved Particulars for Pharmacies.
- 8.2. Any patient safety incidents must be reported to the commissioner by reporting details of the incident using the national LFPSE (Learn from Patient Safety Events) online reporting service (previously NRLS): [Learn from patient safety events \(learn-from-patient-safety-events.nhs.uk\)](https://learn-from-patient-safety-events.nhs.uk)
- 8.3. Information on how to register and report incidents and near misses on LFPSE is available at: [NHS England » Learn from patient safety events \(LFPSE\) service](https://www.nhs.uk/learn-from-patient-safety-events/) and [NHS England » Primary care information on the new national learn from patient safety events service](https://www.nhs.uk/primary-care/learn-from-patient-safety-events/)
- 8.4. Where an incident is related to a referral, the referring GP practice should also be notified of the incident with appropriate details provided.
- 8.5. Pharmacy contractors must agree to participate in any reasonable activities associated with any patient safety incidents, as deemed necessary by the ICB governance team.
- 8.6. Patients, families and carers will soon be able to report incidents using LFPSE, but should continue to use the NRLS patient eForm until the new service is fully developed: [NHS England » Report a patient safety incident](https://www.nhs.uk/primary-care/report-a-patient-safety-incident/)

9 Complaints

- 9.1. The pharmacy contractor will be required to have a system for handling complaints, which complies with the requirements of the NHS procedures.
- 9.2. Any complaints about the service must be reported to the commissioner by following the NEL ICB advice provided in the following link: [Advice, compliments and complaints - NHS North East London \(icb.nhs.uk\)](https://www.nhs.uk/primary-care/advice-compliments-and-complaints-nhs-north-east-london-icb-nhs-uk/). Complaints may be made by telephone, email, post or in person.

10 Quality Indicators

- 10.1. Quality indicators for community pharmacies providing the service are summarised below:
 - The pharmacy remains registered as a “Healthy Living Pharmacy”

- The pharmacy remains registered to provide the national “Pharmacy First” service
- The pharmacy can demonstrate that all pharmacists and staff involved in the provision of the service are appropriately trained and continue to undertake relevant CPD for the safe and effective provision of the service
- The pharmacy has a written Standard Operating Procedure (SOP) which describes how the service will operate within their pharmacy
- The pharmacy reviews the service SOP and referral pathways at least annually
- The pharmacy has appropriate health promotion and selfcare material available for service users
- The pharmacy records any patient safety incidents related to the service using the national Learn from Patient Safety Events (LFPSE) service
- The pharmacy participates in any NEL ICB organised audit of service provision, where applicable
- The pharmacy cooperates with any locally agreed commissioner-led assessment of service user experience

11 Data and Information Management

- 11.1. All parties shall adhere to applicable data protection legislation including the Data Protection Act 2018 and to the Freedom of Information Act 2000. The requirement for confidentiality will be balanced with the needs of the patient accessing the service.
- 11.2. Prior to any patient consultations taking place, verbal consent must be sought from the patient and recorded in the pharmacy’s clinical record for the service, i.e. on PharmOutcomes. The patient should also be advised of the following information sharing that will take place:
 - The sharing of information between the pharmacy and the patient’s general practice to allow the appropriate recording of any relevant clinical interventions (e.g. medicines supplied, advice given, referrals to other services) in their general practice record.
 - The sharing of information about the service with NEL ICB as part of service monitoring and evaluation (clarifying that patient identifiable information will not be shared with the ICB).
 - The sharing of anonymised information about the service with NEL ICB for the purpose of contract management and as part of post-payment verification.
- 11.3. The pharmacy contractor must maintain appropriate records to ensure effective ongoing service delivery using an NHS assured IT system for the service, which for this service will be the PharmOutcomes system.
- 11.4. Data from the PharmOutcomes system will be used by the ICB for payment and post-payment verification purposes. Some of this data, that which has been anonymised, will be shared with the ICB for service evaluation and research purposes.
- 11.5. The pharmacy contractor must ensure that a notification of the provision of the service (with full details of the patient consultation) is sent to the patient’s general practice on the day of provision or on the following working day.
- 11.6. All relevant records must be managed in line with [Records Management Code of Practice - NHS Transformation Directorate \(england.nhs.uk\)](https://www.england.nhs.uk/recordsmanagement/code-of-practice/).

12 Payment Arrangements

- 12.1. The Community Pharmacy Selfcare Advice Service is means tested and targeted to support the most socially vulnerable residents. Consultations fees paid to community pharmacy contractors will include costs associated with the confirmation of patient eligibility, as well as patient consultation and administration.
- 12.2. Reimbursements will be paid on the condition that the service is provided in accordance with the service specification.
- 12.3. If the pharmacy contractor is commissioned to deliver any related services (e.g. Pharmacy First), the contractor may not claim twice for the same activity.
- 12.4. Consultation fees for patients referred through the Pharmacy First service (minor illnesses and any of the 7 clinical conditions) will be paid through the agreed mechanisms for the Pharmacy First service. Pharmacists will be eligible for an additional administrative payment of £2 per patient consultation, only if the pharmacist supplies free OTC medicines with counselling for eligible patients. The additional payment will not be due if patients are only offered advice as part of the consultation.
- 12.5. Consultation fees for patients identified as walk-in and eligible for the gateway criteria of the Pharmacy First (7 clinical conditions) service will be paid through the national processes for the Pharmacy First service. Pharmacists will be eligible for an additional administrative payment, from the ICB, of £2 per patient consultation only if self-care is the most appropriate option of treatment according to the individual Pharmacy First Clinical Pathway and the pharmacist supplies free OTC medicines with counselling that is in line with the conditions covered under CPSAS for eligible patients. The additional payment will not be due if patients are only offered advice as part of the consultation.

Consultation fees for walk-in eligible patients for CPSAS will attract a payment of £10.00 per consultation only if patients have an immediate and clinical need for and are supplied free OTC medicines with counselling. The additional payment will not be due if patients are only offered advice as part of the consultation as this would fall under the Support for Self-care under the NHS Community Pharmacy Contract – essential service.

- 12.6. Costs of supplied OTC medicines will be reimbursed at Drug Tariff prices for generic medicines, and Chemist and Druggist prices for branded medicines not listed in the Drug Tariff (plus VAT, where appropriate). Costs will only be reimbursed for medicines or devices included in the medicines formulary specified in Appendix 4 of this service specification.
- 12.7. The cost of medicines for the service will be met from within the existing prescribing budget, as the expectation is that medicines supplied as part of this service from community pharmacies would otherwise have been prescribed by the patient's general practice. The ICB will closely monitor expenditure on supplied medicines to ensure that it is line with expected expenditure. Any overspend will be closely scrutinised and may lead to service or formulary restrictions, if an excessive overspend is forecasted.
- 12.8. The table below summarises the payments that pharmacy contractors may be eligible

to claim for as part of this service:

Item	NEL Payment
Consultation fee for walk-ins to CPSAS	£10.00 per consultation only where medicines supplied
	£0.00 per consultation for advice & information only
Consultation fee for CPSAS where referrals are via Pharmacy First (minor illnesses and 7 clinical conditions) OR Pharmacy First walk-in (7 clinical conditions only)	£0.00 (Pharmacy contractors to claim through national Pharmacy First process)
Additional Administration fee for supply of free OTC medicines to eligible patients following Pharmacy First referrals (minor illnesses and 7 clinical conditions) or Pharmacy First walk-in (7 clinical conditions only)	£2.00 per consultation where the OTC medications is the most appropriate treatment for patients and the clinical indication is included in CPSAS. (NB: the fee is per consultation irrespective of number of medicines supplied)
Cost of OTC medicines supplied	Reimbursement for products included in the CPSAS Formulary as per Drug Tariff (or Chemist & Druggist) (plus VAT, as appropriate)

- 12.9. The PharmOutcomes system will be used to process payments. **It is essential that all pharmacy contractors record details of all consultations and medicines supplied on the same day the consultation/supply was made, in order to receive prompt payment.**
- 12.10. The community pharmacy's contracts and payments for this service will be managed by the DOP (Dental, Optometry, and Pharmacy) team, working in collaboration with the ICB teams to review and validate appropriate usage.
- 12.11. Payments will be made via NHSBSA monthly - 2 months in arrears - for all relevant claims which are generated by PharmOutcomes by the 5th day of each month; e.g. August 2024 activities will be paid in October 2024.. Payments will be processed by the DOP team on behalf of the ICB ,.
- 12.12. Claims for payment should be submitted by entering consultation and supply details on PharmOutcomes within one month of, and no later than three months after the event of the chargeable activity. Claims which relate to work completed more than three months after the claim period in question, will not be paid.
- 12.13. NEL ICB shall notify the pharmacy contractor as soon as practicable if it considers a claim submitted by the contractor is incorrect or that the stated services have not been provided in accordance with this service specification.

13 Training Requirements

- 13.1. Pharmacy contractors must ensure that all pharmacists providing the service are appropriately trained and competent to do so.
- 13.2. Pharmacy contractors must keep documentary evidence that pharmacists involved in

the provision of the service are competent and remain up to date with regards to the specific skills and knowledge that are appropriate to their role, and to the aspects of the service they are delivering.

- 13.3. Training will align with existing training provisions for the Pharmacy First service. Details of recommended resources can be found in the Centre for Pharmacy Postgraduate Education (CPPE) Pharmacy First Service webpage and associated self-assessment framework: [NHS Pharmacy First service : CPPE](#)
- 13.4. Completion of the MECC (Making Every Contact Count) e-learning programme is also recommended: [Making Every Contact Count - elearning for healthcare \(e-lfh.org.uk\)](#)
- 13.5. Additional training and/or communications will be provided by the ICB to cover:
 - Clarification on how the service will operate alongside other similar services (e.g. Pharmacy First)
 - Process for confirmation of patient eligibility for the service
 - Process for recording and communicating patient outcomes with GP practices
 - Process for claiming payment for patient consultations and medicines supplied
 - Clarification of the changes to the City and Hackney HFP MAS service and details of how the existing service will transition over

14 Terms of the Agreement

- 14.1. The Community Pharmacy Selfcare Advice Service is planned to commence in July 2024.
- 14.2. In the event of the service being extended beyond March 2027, the contents of this service specification will be reviewed and updated, as appropriate.
- 14.3. The contents of this service specification should be read in conjunction with the terms and conditions as outlined in the service level agreement (SLA) section above.
- 14.4. By signing up to the SLA, pharmacy contractors are agreeing to fully comply with the Terms of Service as outlined in the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 and agree to comply with the full terms and conditions as outlined in the SLA and the service specification. The commissioner reserves the right to remove a pharmacy contractor from the service if they, for whatever reason, cannot meet the Terms of Service during the period of service specified above.

15 Patient Confidentiality

- 15.1. The Provider shall not, whether during or after their appointment, disclose or allow to be disclosed to any person (except on a confidential basis to their professional advisers) any information of a confidential nature acquired by the Provider in the course of carrying out their duties under this Agreement, except as may be required by law or as directed by the Commissioner.
- 15.2. A pharmacist's duty of confidentiality is outlined in Medicines, Ethics and Practice – A Guide for Pharmacists and Pharmacy Technicians. Patients of all ages are entitled to a confidential consultation with their pharmacist.

- 15.3. Registered pharmacy professionals are expected to follow the most recent GPhC (General Pharmaceutical Council) guidance on confidentiality.
- 15.4. The Provider must protect personal data in accordance with the provisions and principles of the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR), and the Confidentiality: NHS Code of Practice, and must ensure that all staff that have access to such data are informed of and comply with this requirement.
- 15.5. The Provider shall at all times ensure that appropriate technical and organisational security measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 15.6. The Provider must be aware that any information held by the commissioner may be subject to disclosure under the Freedom of Information Act 2000.
- 15.7. Any approaches by the media for comments or interviews relating to this service must be referred to the commissioner.

16 Adverse Drug Reactions (ADRs)

- 16.1. Whilst rare, all serious Adverse Drug Reactions (ADRs) must be reported, even if the effect is well recognised (refer to the British National Formulary [BNF] or electronic medicines compendium for further information regarding known ADRs for a medicine).
- 16.2. Serious ADRs must be reported using the national LFPSE (Learn from Patient Safety Events) online reporting service, as described in section 8. Expected ADRs that are not serious do not need be reported.
- 16.3. Pharmacists should also report suspected ADRs that fulfil the appropriate criteria using the Yellow Card Scheme run by the Medicines and Healthcare products Regulatory Agency (MHRA). Reports can be made through the MHRA Yellow Card website (Yellow Card | Making medicines and medical devices safer (mhra.gov.uk)), the Yellow Card Scheme mobile phone app, or yellow cards found at the back of the BNF.
- 16.4. A patient presenting with a suspected serious ADR should be referred to a doctor for further investigation and management, as appropriate. Where an ADR is not serious enough to warrant urgent referral to a doctor, the patient's GP must be informed as soon as is practicable of any suspected ADR, so that the patient's medical record can be updated with details of the reaction.

17 Unsatisfactory Performance

- 17.1. In the event of the pharmacy or pharmacist failing to provide the service to the reasonable satisfaction of the commissioner, the parties to this agreement will identify the problem areas and agree on a corrective course of action, within 10 working days.
- 17.2. In the event of the continuing failure of the pharmacy or pharmacist to provide an acceptable service, the ICB will be at liberty to review the agreement and serve a

notice of termination.

- 17.3. North East London ICB reserve the right to withdraw the service in full or any part of this service with immediate effect. If there are concerns regarding an individual contractor or group of contractors delivering the service, the commissioner may suspend provision of the service from those contractors with immediate effect whilst further investigation is carried out and until satisfactory assurance is provided. Contractors will be notified of any such actions via their pharmacy NHSmail shared mailbox.

18 Tax Liabilities

- 18.1. It is hereby declared that it is the intention of the parties that the Pharmacy shall have the status of a self-employed person or limited company and shall be responsible for all Income Tax liabilities and National Insurance or similar contributions in respect of its fees.

19 Audit

- 19.1. The Pharmacy must allow the ICB's internal and other nominated auditors access to all or any papers relating to this Agreement for the purpose of audit and performance monitoring and consent to the disclosure of relevant information for the purpose of fraud prevention, detection, and investigation.
- 19.2. The ICB reserves the right to request or conduct periodic audits to assess a community pharmacy contractor's compliance with the service specification, as defined in this document. Community pharmacy contractors must agree to participate in any audits or evaluations requested by the ICB.

20 Withdrawal from the Service

- 20.1. If the pharmacy contractor wishes to stop providing the service, they must notify the commissioner that they are no longer going to provide the service giving at least one month's notice in writing prior to cessation of the service. The pharmacy contractor may be asked for a reason for withdrawal from the service.
- 20.2. Where the pharmacy contractor withdraws from the service, an appropriate handover of services must be agreed with the commissioner. There will also be a requirement to participate in all review, evaluation, monitoring, and payment verification set out in the service specification.
- 20.3. The pharmacy contractor must continue to provide the service for the duration of the notice period and the pharmacy contractor must de-register from the service at the end of the notice period, as instructed by the ICB.
- 20.4. If the service must be temporarily withdrawn by the pharmacy contractor due to circumstances beyond the scope of the business continuity plan, they must inform the commissioner as soon as possible to stop referrals being made to the pharmacy. GP practices within the local primary care networks (PCNs) must also be contacted to prevent them making further direct referrals.

21 Monitoring and Post-Payment Verification

- 21.1. The pharmacy contractor shall provide information, reports, and other data as and when required by the commissioner and authorised agents for the purposes of service monitoring and service evaluation.
- 21.2. In the event that monitoring identifies possible concerns regarding patient safety, the commissioner reserves the right to withdraw or suspend all or any part of this service with immediate effect, whilst further investigation is carried out and until satisfactory assurance is provided.
- 21.3. The commissioner reserves the right to audit or conduct post-payment verification on the information and data held by the pharmacy contractor in respect of this service.

22 Review and Evaluation

- 22.1. As a new ICB-wide service, independent evaluation of the service and its outcomes is key to assessment of the effectiveness of the service and associated patient outcomes, as well as ongoing development of the service model.
- 22.2. NEL ICB will work alongside a nominated evaluation provider to assess and monitor service delivery, outcomes and Key Performance Indicators (KPIs).
- 22.3. The service will be evaluated via quarterly monitoring, with an overall annual evaluation. Metrics may include (not exhaustive):
 - % Reduction in the number of GP appointments for specific minor ailment condition (to release capacity in primary care for GPs to manage more complex conditions)
 - % Increase in the number of referrals for the minor illness element of the Pharmacy First service to community pharmacies
 - % Increase in the number of MECC (Making Every Contact Count) contacts made, or referrals to other services, for example, but not limited to: weight management or smoking cessation services
 - Feedback from patients, community pharmacists, and general practice staff
 - Activity and uptake – obtained from PharmOutcomes platform
 - Analysis of anonymised data to monitor for repeat supplies or attendances by the same individuals
- 22.4. The commissioning of this service for the most socially vulnerable patient population aims to improve access to health and wellbeing support, by making every contact count (MECC), as well as providing medicines for self-care. It also aims to reduce avoidable inequalities across NEL ICS, which have been heightened by the current increase in the cost of living. It is expected that the measures above will allow us to evaluate whether the objectives are being met and to determine if the service is fit for purpose.
- 22.5. The pharmacy contractor is required to participate in service review and evaluation by:
 - Ensuring that all relevant data is submitted accurately and in a timely manner

- Participating in qualitative data collection methods, such as surveys or questionnaires, as requested by the commissioner
- 22.6. Evaluations may include local evaluations managed by the commissioner, and/or its nominated service evaluation partner.
- 22.7. The pharmacy contractor will be required to promote participation in evaluation amongst other stakeholders ('stakeholder' is taken to mean anyone impacted by the service including, but not limited to, pharmacy staff, patients, and other local stakeholders, e.g. general practice staff) and may be required to collect information from patients to facilitate their participation in evaluation (e.g. qualitative data collections, such as surveys and questionnaires).

23 References

- Community Pharmacy advanced service specification: NHS Pharmacy First Service. NHS England. January 2024. [NHS England » Community Pharmacy advanced service specification: NHS Pharmacy First Service](#) [Accessed March 2024]
- Making Every Contact Count (MECC): Consensus statement. Public Health England, NHS England and Health Education England. April 2016. [Main heading \(england.nhs.uk\)](#)
- NHS Community Pharmacy Independent Prescribing Pathfinder Programme Service Level Agreement and Service Specification. NHS North East London. Draft Version 0.4a. February 2024
- NHS Low Income Scheme (LIS). NHS website. [NHS Low Income Scheme \(LIS\) - NHS \(www.nhs.uk\)](#) [Accessed March 2024]
- Pharmacy First Service. Community Pharmacy England. [Pharmacy First service - Community Pharmacy England \(cpe.org.uk\)](#) [Accessed April 2024]

24 Appendices

Appendix 1 – Conditions Covered by the Community Pharmacy Selfcare Advice Service

Appendix 2 – Pathway for Patient Access to the Community Pharmacy Selfcare Advice Service

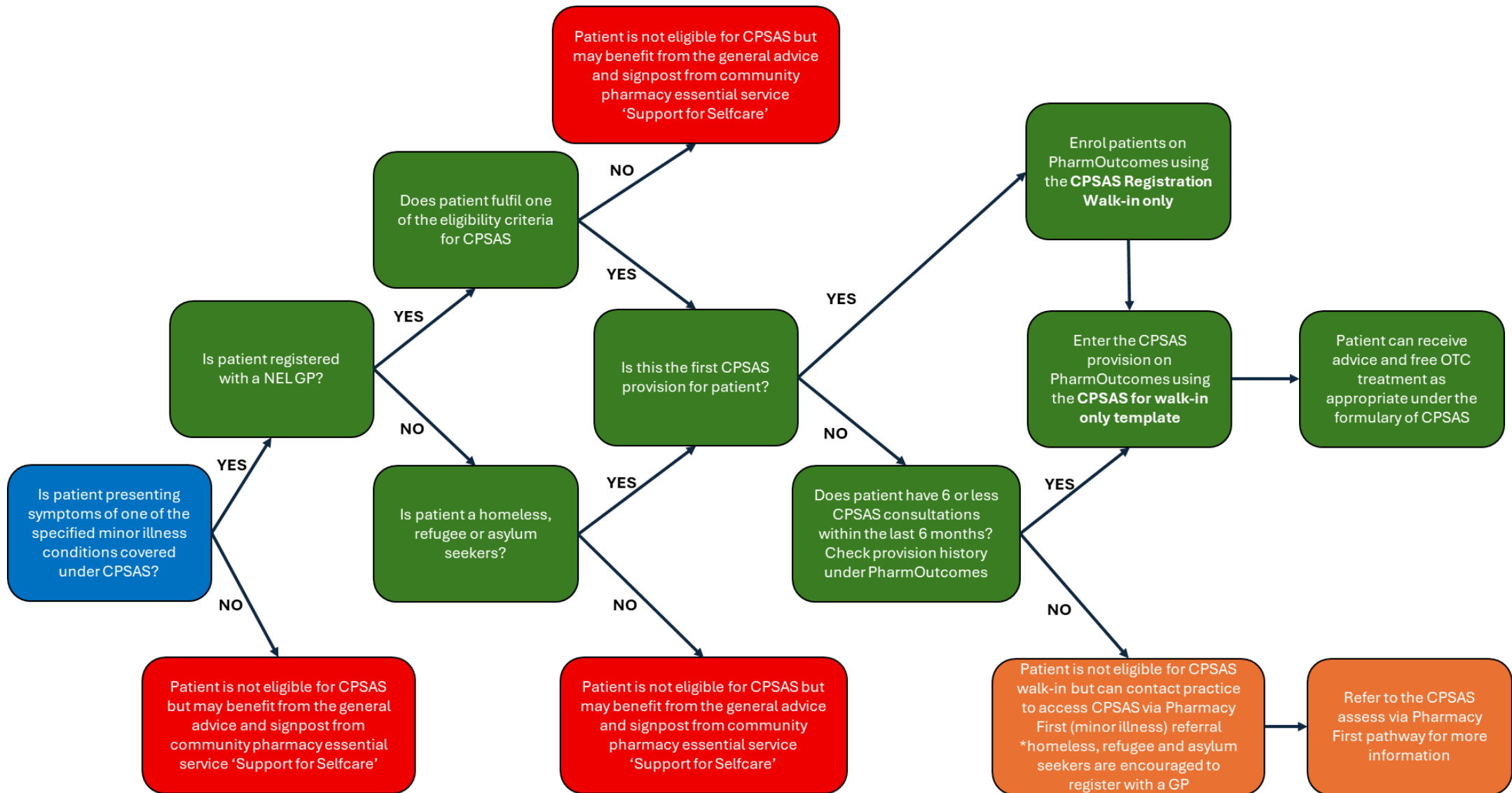
Appendix 3 – Guidance for Confirming Patient Eligibility for the Community Pharmacy Selfcare Advice Service

Appendix 4 – Medicines Formulary for the Community Pharmacy Selfcare Advice Service

Appendix 1. Conditions Covered by the Community Pharmacy Selfcare Advice Service

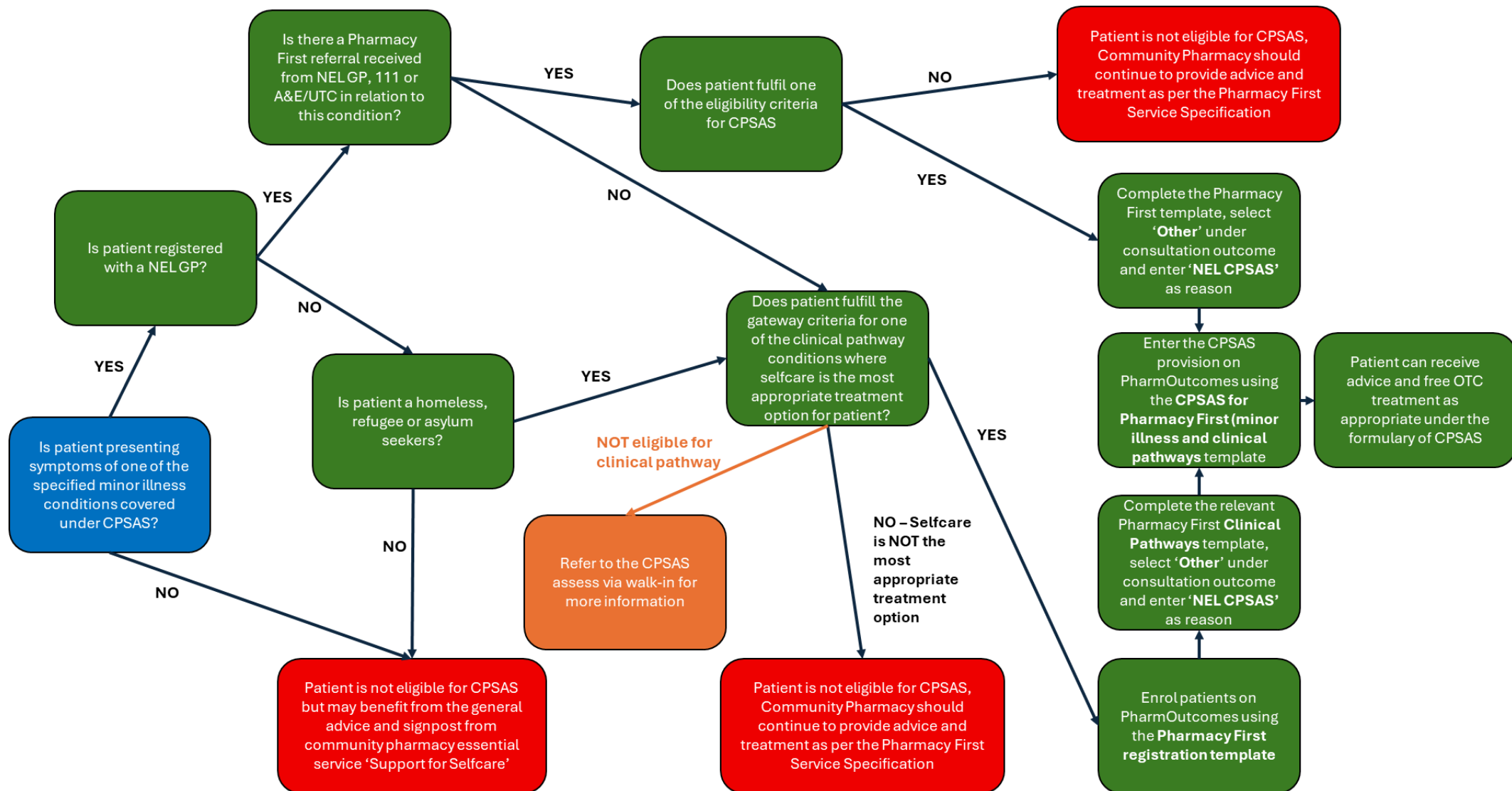
1. Athlete's foot
2. Back pain/musculoskeletal pain
3. Conjunctivitis
4. Constipation
5. Contact dermatitis
6. Diarrhoea
7. Fever (pyrexia)
8. Haemorrhoids
9. Hay fever
10. Headache
11. Head lice
12. Indigestion/heartburn
13. Insect bites and stings
14. Nappy rash
15. Paediatric fever/teething/pain
16. Primary dysmenorrhoea (period pain)
17. Ringworm
18. Scabies
19. Soft tissue injury
20. Oral thrush
21. Threadworm
22. Toothache
23. Vaginal thrush
24. Warts and verrucae

Appendix 2. Pathway for Patient Access to the Community Pharmacy Selfcare Advice Service Access via walk-in



*Refer to Appendix 1 for the list of conditions covered by the service

Access via Pharmacy First referrals



*Refer to Appendix 1 for the list of conditions covered by the service

Appendix 3. Guidance for Confirming Patient Eligibility for the Community Pharmacy Selfcare Advice Service

Patient Eligibility Criteria	Examples of Evidence
Patient registered with a NEL GP practice with the exception of homeless, refugee and asylum seekers.	Pharmacy First referral OR can also be confirmed on the National Care Records Service (NCRS, formerly SCR)
Patients under 16 years, who have at least one parent who would be eligible for this service	Patient age can be confirmed using nationally recognised ID (e.g. birth certificate, passport) Parent eligibility confirmed from below
Patients who are 16, 17 or 18 years old, in full-time education, AND have at least one parent who would be eligible for this service	Patient age can be confirmed using nationally recognised ID (e.g. birth certificate, passport, driving licence) Proof of full-time education can be confirmed from student ID Parent eligibility confirmed from below
All young people who are under the care of the Local Authority	Self-declaration, as difficult to evidence
Young care leavers, aged 16-25 years old	Self-declaration, as difficult to evidence
Patients who are receiving Universal Credit and whose income is at a level where they are eligible for free prescriptions	Universal Credit award notice Proof can also be confirmed using Real Time Exemption Checking (RTEC)
Patients receiving other low income related benefits, which give them eligibility for free prescriptions	Proof of an income-based benefit, e.g. - Income-related Employment and Support Allowance - Pension Credit Guarantee Credit Proof can also be confirmed using Real Time Exemption Checking (RTEC)
Patients who are homeless, asylum seekers or refugees	Self-declaration, as difficult to evidence
Patients eligible for full help (HC2 certificate) under the NHS Low Income Scheme (LIS). LIS eligibility also extends to the partner and any young dependants	HC2 certificate Proof can also be confirmed using Real Time Exemption Checking (RTEC)

Appendix 4. Medicines Formulary for the Community Pharmacy Selfcare Advice Service

Condition		Treatment Options		
1	Athlete's foot	Terbinafine 1% cream (Lamisil® AT, 1x15g)	Miconazole 0.16% spray powder (Daktarin® Activ spray powder, 1x100g)	Miconazole 2% cream (Daktarin® 1x15g OR 1x30g)
2	Back pain/ musculoskeletal pain	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	Ibuprofen 5% gel (Generic or Fenbid 1x30g OR 1x50g)
3	Conjunctivitis	Chloramphenicol 0.5% eye drops (Generic or Optrex 1x10ml)	Chloramphenicol 1% eye ointment (Generic or Optrex® 1x4g)	
4	Constipation	Senna (sennoside B) 7.5mg tablets (1x20)	Lactulose solution (1x500ml)	Ispaghula husk granules (Fybogel Hi-Fibre®, 1x10)
5	*Contact dermatitis	Emulsifying ointment (1x500g)	Hydrocortisone 1% cream (Generic or HC45® 1x15g)	Clobetasone 0.05% cream (Eumovate®, 1x15g)
6	*Diarrhoea	Oral rehydration therapy sachets (Dioralyte® 1x6)	Loperamide 2mg capsules (1x6 OR 1x12)	
7	Fever (pyrexia)	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	
8	Haemorrhoids	Anusol® Plus HC ointment (1x15g)	Anusol® Plus HC suppositories (1x12); OR Anusol® suppositories (1x12)	Anusol® cream (1x23g OR 1x43g); OR Anusol® ointment (1x25g)
9	*Hayfever	Chlorphenamine 4mg tablets (1x28) OR 2mg/5ml liquid (Generic or Piriton® 1x150ml); OR Cetirizine 10mg tablets (1x30) OR 1mg/ml liquid (1x200ml); OR Loratadine 10mg tablets (1x30) OR 1mg/ml liquid (1x100ml)	Beclometasone 50mcg/dose nasal spray (Generic or Beconase® 1x180 OR 1x200)	Sodium cromoglicate 2% eye drops (Opticrom® 1x10ml)
10	Headache	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	
11	*Head lice	Head lice comb (Nitty Gritty NitFree Comb® OR NitComb-M2®)	Dimeticone 4% lotion (Hedrin®, 1x50ml OR 1x150ml) OR 4% spray (Hedrin®, 1x120ml)	Malathion 0.5% liquid (Derbac-M®, 1x150ml)
12	Indigestion/ heartburn	Peptac® suspension (1x500ml)	Mucogel® suspension (1x500ml)	
13	*Insect bites and stings	Paracetamol 500mg tablets (1x32);	Chlorphenamine 4mg tablets (1x28) OR 2mg/5ml liquid (Generic or Piriton® 1x150ml); OR Cetirizine 10mg tablets (1x30) OR 1mg/ml liquid (Generic or Zirtek® 1x200ml)	Hydrocortisone 1% cream (HC45® 1x15g)
14	Nappy rash	Sudocrem® cream (1x60g OR 1x125g OR 1x250g)		

Condition		Treatment Options		
15	*Paediatric fever/teething/pain	Paracetamol 120mg/5ml suspension (1x100ml); OR Paracetamol 250mg/5ml suspension (1x200ml); OR Paracetamol 500mg tablets (1x32)	Ibuprofen 100mg/5ml suspension (Generic or Nurofen for children® 1x100ml); OR Ibuprofen 200mg/5ml suspension (Generic or Nurofen for children® 1x100ml)	Bonjela® Junior Gel (1x15g)
16	Primary dysmenorrhoea (period pain)	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	Naproxen Period Pain Relief 250mg tablets (1x9)
17	Ringworm	Clotrimazole 1% cream (1x20g)	Miconazole 2% cream (Daktarin® 1x15g OR 1x30g)	
18	**Scabies	Permethrin 5% cream (Generic or Lyclear 2x30g)	Malathion 0.5% liquid (Derbac-M®, 2x150ml)	
19	Soft tissue injury	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	
20	Oral thrush	Miconazole 2% oral gel (Daktarin® oral gel, 1x15g)		
21	**Threadworm	Mebendazole 100mg tablets (Ovex®, 1x4 OR 1x1)	Mebendazole 100mg/5ml oral suspension (Ovex®, 1x30ml)	
22	Toothache	Paracetamol 500mg tablets (1x32)	Ibuprofen 200mg tablets (1x24); OR Ibuprofen 400mg tablets (1x24)	Choline salicylate 8.7% gel (Bonjela®, 1x15g)
23	*Vaginal thrush	Clotrimazole 500mg pessary OR gel pessary (Generic or Canesten® Thrush 1x1)	Clotrimazole 1% OR 2% cream (Generic or Canesten® Thrush 1x20g)	Fluconazole 150mg oral capsule (Generic or Canesten® Thrush 1x1)
24	Warts and verrucae	Salicylic acid 12%/lactic acid 4% gel (Salatac® gel, 1x8g OR Bazuka® gel, 1x5g)	Duofilm® paint (salicylic acid 16.7%/lactic acid 15%, 1x15ml)	

Please note:

- * You can supply more than one type of medicine for these conditions under one CPSAS consultation
- ** Larger quantities can be supplied for repeated dosing under one CPSAS consultation
- Please refer to indicating prompts messages on PharmOutcomes templates