

## **North Central London Integrated Care Board (ICB) Locally Commissioned Service – Self-Care Medicines Scheme**

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

**BETWEEN:**

**North Central London Integrated Care Board, 2<sup>nd</sup> Floor, Laycock Professional Development Centre, Laycock Street, London, N1 1TH 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 Central London Integrated Care Board (NCL ICB) 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 Central 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 Pharmacist	Means the Pharmacist or suitably trained pharmacy staff under the supervision of the Pharmacist.
NCL ICB	North Central London Integrated Care Board
OTC medication	Over the Counter medication
PMR	Patient's Medication Record
The Service	Provision of Over the Counter medication to socially vulnerable patients in NCL according to agreed conditions and formulary
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, who is deemed to be socially vulnerable
North Central London Integrated Care Board	Means the Commissioner.
The Market Entry Officer	Means the Market Entry team to notify of changes to Ownership/Director/Relocations/Closures <a href="mailto:england.lon-marketentry@nhs.net">england.lon-marketentry@nhs.net</a>

- 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 Central 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 Central 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 Lead 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 Central 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 Central London Integrated Care Board monthly following completion of a claim via PharmOutcomes®; as indicated in the service specification (Schedule 2).
- 6.2 North Central 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 Central London Integrated Care Board any publicity launches, media coverage (local and national), and crisis situations.
- 7.2 North Central 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**

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 Central 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 Appendix 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 Central 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 they will use their best endeavours to reach a resolution 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 for convenience or 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 Central London Integrated Care Board may terminate this Agreement.
- 12.3 North Central 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 Central 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 Central London Integrated Care Board otherwise than in circumstances expressly permitted by North Central London Integrated Care Board in writing.
  - (b) neither the Provider nor its staff shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of North Central 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 Central London Integrated Care Board.
  - (c) neither the Provider nor its staff or volunteers shall in 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 Central 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 Central London Integrated Care Board and (as a condition of such consent being granted) North Central London Integrated Care Board may require the Provider to enter into a legally binding written agreement with North Central 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 change of ownership or Pharmacy relocation and in such circumstances North Central London Integrated Care Board may terminate this Agreement immediately upon serving written notice to the Provider if, in North Central London Integrated Care Board reasonable opinion, the said change would be detrimental to the provision of the Services.

## **17. Intellectual Property**

- 17.1 The parties agree that ownership of and any intellectual property in any documents, forms, materials, or other property developed in connection with or related to this Agreement shall belong to the party that created them.

## **18. Suspension of Services**

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 – COMMISSIONER AND PROVIDER (parties to this Contract)

### Part 1 (commissioner)

The North Central London Integrated Care Board whose name, address and contact email are:

North Central London Integrated Care Board  
2<sup>nd</sup> Floor, Laycock Professional Development Centre  
Laycock Street  
London N1 1TH  
Email: [nclicb.mmtcamden@nhs.net](mailto:nclicb.mmtcamden@nhs.net)

The *authorised officer*, whose name and address is:

Louise Coughlan  
ICS Chief Pharmacist  
North Central London Integrated Care Board  
2<sup>nd</sup> Floor, Laycock Professional Development Centre  
Laycock Street  
London N1 1TH

### Part 2 (provider)

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

The contractor, Superintendent or other authorised person whose name address, telephone number and email address is:

The *pharmacy* address and ODS code is:

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

**North Central London ICB**

NCL Medicines Optimisation Team  
North Central London Integrated Care Board  
250 Euston Road  
London NW1 2PG

Please contact your local borough Medicines Management Team for any queries or further information.

Barnet: <a href="mailto:nclicb.mmtbarnet@nhs.net">nclicb.mmtbarnet@nhs.net</a>	Camden: <a href="mailto:nclicb.mmtcamden@nhs.net">nclicb.mmtcamden@nhs.net</a>	Enfield: <a href="mailto:nclicb.mmtenfield@nhs.net">nclicb.mmtenfield@nhs.net</a>
Haringey: <a href="mailto:nclicb.mmtharingey@nhs.net">nclicb.mmtharingey@nhs.net</a>	Islington: <a href="mailto:nclicb.mmtislington@nhs.net">nclicb.mmtislington@nhs.net</a>	

**Contractor:**

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.



## **Schedule 2 – SERVICE SPECIFICATION**

### **North Central London ICB Locally Commissioned Service – Self-Care Medicines Scheme**

#### **Background**

Support for self-care is included in the [Community Pharmacy Contractual Framework](#) as an essential service, defined as the provision of advice and support by pharmacy staff to enable people to derive maximum benefit from caring for themselves or their families <sup>1</sup>.

This service forms the basis of a minor ailments service to be provided by agreed community pharmacies (CP) in NCL to patients who are registered with GP practices in NCL, and who are likely to be socially vulnerable due to low income and so are unable to self-care. Self-care is recommended as the first line option as recommended in the national guidance on the prescribing of over the counter (OTC) medicines<sup>2</sup>

Looking at the 2019 indices of deprivation<sup>3</sup>, NCL has areas of high deprivation profile and as such there are likely to be a number of people who will either request treatment from their GP practice or an urgent care provider or go without treatment for minor ailments. Consultation with GPs ahead of the national guidance on OTC prescribing<sup>2</sup> and in response to decommissioning plans of the previous minor ailments service confirmed there is support for a CP service to act as a safety net. This will support GPs in being able to implement the OTC guidance, maximise use of the community pharmacy whilst ensuring that the most deprived sections of the population receive the advice and treatment they require.

#### **Aim**

The aim of the Self-Care Medicines Scheme is to provide timely access to supply of medicines for the management of minor ailments for socially vulnerable patients in NCL who are unable to afford to purchase OTC medicines.

#### **Access to the service & patient consent**

Patients must be registered onto PharmOutcomes by the community pharmacy (CP) for the purpose of accessing the service and a record must be kept in the CP of the patient registration.

The services will be provided only to those persons that consent to:

- the disclosure of information to their general practitioner, for the purpose of assuring patient care
- disclosure to the Commissioner of non-patient identifiable data for the purpose of audit and performance monitoring
- data sharing with other pharmacies in the scheme that the patient chooses to access for minor ailments support for the purpose of assuring patient care.
- Consent will be recorded for each person who is registered for and provided the service.

All patients registered with the previous Self-Care Pharmacy First Scheme will not need to register again for the Self-Care Medicines Scheme, as the eligibility criteria are the same.

- The CP can check that the patient is registered with a NCL GP practice by checking the National Care Record (NCR), the patient may present a valid prescription, or the patient may be known to the CP via the PMR. **NB! This registration confirms the patient is registered with a NCL practice; it does not confirm eligibility for this scheme.**

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<sup>1</sup> <https://cpe.org.uk/national-pharmacy-services/essential-services/support-for-self-care/>

<sup>2</sup> <https://www.england.nhs.uk/medicines-2/conditions-for-which-over-the-counter-items-should-not-routinely-be-prescribed/>

<sup>3</sup> <https://www.gov.uk/guidance/english-indices-of-deprivation-2019-mapping-resources#indices-of-deprivation-2019-local-authority-dashboard>



- Before the initial consultation CPs **must check the evidence** that the patient is eligible for free prescriptions in one of the categories which qualify for eligibility for this service (see [Appendix 2](#)). These are mainly categories for free prescriptions related to income. People who are claiming universal credit can usually confirm their eligibility [online](#) or some will have paper confirmation. Thereafter the CP can accept the self-declaration of the patient as to which category applies to give them eligibility for the Self-care Pharmacy Medicines Scheme. The CP will record the eligibility category on PharmOutcomes®.
- In all cases the part of the pharmacy used for the provision of the service must provide a sufficient level of privacy and safety appropriate for the consultation and meet any other locally agreed criteria. Due regard to appropriate infection prevention control (IPC)<sup>4</sup> should be always adhered to. The actual consultation in the Self-Care Medicines Scheme must be carried out by the pharmacist or by a suitably trained member of staff. The emphasis in the consultation must be on advice and information. Self-care advice may include referring the patient to sources of information ([see appendix 3](#)) to support self-care of a minor illness and may also cover relevant healthy lifestyle advice. The service should only be offered where there is a definite need for a medicine and the patient cannot afford to pay ([in line with eligibility criteria – appendix 2](#)). The patient must be currently exhibiting symptoms, this service cannot be used for patients who are requesting medicines on a 'just in case' basis.
- The pharmacist/pharmacy staff should always follow the latest advice in terms of the most recent evidence-based practice<sup>5,6</sup>. All pharmacists providing this service must keep up to date with national alerts and guidance to inform best practice.
- Details of the consultation should be entered onto the PharmOutcomes® IT system contemporaneously, i.e. at the time of the supply.
- This service can be used if the pharmacist has seen a patient under the Pharmacy First Service and a medicine is required. The patient will need to be already registered for this Self-Care Medicines Scheme and comply with the criteria for social vulnerability. If the patient is being treated under Pharmacy First their referral must be entered into the IT system. A smaller admin fee is payable in this case, as the Pharmacy First fee would cover the information / support / advice provided by the pharmacist.

<sup>4</sup> <https://cpe.org.uk/quality-and-regulations/pharmacy-regulation/ipc-and-ppe/>

<sup>5</sup> <https://cks.nice.org.uk/>

<sup>6</sup> <https://www.nhs.uk/conditions/>

### 1. Agreement

- 1.1 This agreement is made between North Central London Integrated Care Board - the successor of North Central London Clinical Commissioning Group (the Commissioner, hereinafter referred to as 'NCL ICB') and the pharmacy contractor (the Provider) named on page 1.
- 1.2 This agreement shall commence with effect from 1st April 2024 and shall continue up to 31st March 2025 subject to either party at any time giving not less than 30 days' notice to the other party to terminate or vary this agreement, such notice to be given at any time from the date of this agreement. The Parties may, no later than two (2) months prior to the Expiry Date, agree to extend this Contract by a period of one (1) year commencing on the day after the Expiry Date, on the same terms mutatis mutandis.

### 2. Service description.

- 2.1 The pharmacy contractor will provide advice and support to people on the management of minor ailments, including where necessary the supply of medicines for the treatment of the minor ailment.
- 2.2 For people on low income (see [appendix 2](#)) who would have otherwise gone to their GP for a prescription or presented at their local urgent care service or Out of Hours services. The pharmacy will assess whether the patient meets the low-income criteria and supply required medicines, free of charge.

### 3. Aims and intended service outcomes

- 3.1 To improve access and choice for people with minor ailments by:
  - (i) Promoting self-care through pharmacy and supply of medicines to people on low income, without the need to visit the GP practice.
  - (ii) Facilitate a referral system from local general practices or other primary care providers; and
  - (iii) Supplying appropriate medicines and devices at NHS expense.
- 3.2 To improve primary care capacity by reducing general practice workload related to minor ailments.
- 3.3 To reduce the number of patients attending urgent care with minor ailments.
- 3.4 To reduce the number of calls to out of hours services by patients with minor ailments.

### 4. Service outline.

- 4.1 The contract to deliver the 'Self-Care Medicines Scheme' is with the pharmacy contractor and not the individual named pharmacist employee. The contractor shall ensure the service is provided from the named pharmacy only.
- 4.2 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.
- 4.3 The Pharmacy must have a consultation room that will be used for the provision of the service which meets the requirements of the terms of service. There must be IT equipment accessible within the consultation room to allow contemporaneous records of the consultations provided as part of this service.
- 4.4 The pharmacy has a locally adapted Standard Operation Procedure (SOP) for the delivery of the service. This SOP must be signed by all staff to who it applies: anyone accredited to deliver the service within the pharmacy.
- 4.5 The pharmacy must be able to provide the relevant staffing levels required to support potential increases in workload.
- 4.6 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.

## APPENDIX 1 – SERVICE LEVEL AGREEMENT

- 4.7 NCL ICB will agree the groups of people who are eligible to receive treatment under the service and will define the minor ailments formulary to be used.
- 4.8 Any patient registered with a North Central London GP Practice and who meets the eligibility criteria ([Appendix 2](#)) will be eligible to receive treatment under the Self-Care Medicines Scheme. (NB! Patients who are exempt from prescription charges will not necessarily be eligible).
- 4.9 Pharmacies located outside of NCL ICB, but who serve a significant number of patients registered with an NCL GP practice, may be invited to join the service, on the understanding the service is to be offered to NCL registered patients only.
- 4.10 The pharmacy has a system to check the person's eligibility for the service (see [Appendix 2](#)).
- 4.11 Initial entry onto the Self-Care Medicines Scheme may be via one of the following routes:
  - (i) A patient can be signposted by a local GP Practice
  - (ii) Patients may also be signposted from other community providers such as Out of Hours or A&E
  - (iii) The NHS 111 service can signpost patients.
  - (iv) A patient can self-refer.
- 4.12 Pharmacies may advertise the scheme being available at the pharmacy, but patients who are self-caring or purchasing medicines over the counter must not be recruited onto the scheme.
- 4.13 The pharmacy undertakes to use PharmOutcomes®, a web-based system, to record relevant service information for the purposes of audit and the claiming of payment. This must be completed during the consultation.
- 4.14 The pharmacy will:
  - (i) Provide advice on the management of the ailment, or;
  - (ii) Provide advice and a medicine from the local formulary, supported by advice on its use, or;
  - (iii) Provide advice on the management of the ailment plus a referral to an appropriate health care professional.
- 4.15 **Managing the consultation**
  - (i) The expectation is that the consultation would be handled in line with any other consultation conducted to deliver support for self-care<sup>7</sup>.
  - (ii) Supplies can only be made to the patient themselves, except in the case of babies and children under the age of 16 in which case the parent or guardian can attend on their behalf. In all cases (including children under the age of 16) attending the pharmacy, requesting treatment under the service, the pharmacist must satisfy themselves that the service is provided in compliance with Professional Standards and Guidance for Patient Consent.
  - (iii) Consultations shall be limited to 3 consultations in 3 months per eligible person.
- 4.16 NCL ICB will be responsible for communicating to GP practices, the changes to the service. Information leaflets explaining the change to patients will also be made available to pharmacies.
- 4.17 Pharmacies will not be able to participate in this service if there are outstanding performance issues or concerns. NCL ICB holds the right to decide locally in these instances.

## 5. Quality indicators

- 5.1 The pharmacy is displaying the information leaflet/poster explaining the service.
- 5.2 The pharmacy has appropriate health promotion and self-care material available for the user group and promotes its uptake.

<sup>7</sup> <https://cpe.org.uk/national-pharmacy-services/essential-services/support-for-self-care/>

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- 5.3 The pharmacy reviews its SOP and the referral pathways for the service every two years or if any aspects have changed requiring modification.
- 5.4 The pharmacy can demonstrate that pharmacists and staff involved in the provision of the service have undertaken CPD relevant to this service.
- 5.5 The pharmacy participates in any reasonable NCL ICB organised audit of service provision, where applicable and given prior written notice.
- 5.6 The pharmacy cooperates with any reasonable locally agreed Commissioner-led assessment of service user experience and is given prior written notice.

### 6. Training requirements

- 6.1 The pharmacy contractor will maintain clinical knowledge appropriate to their practice by attending relevant study days and courses and making themselves aware of appropriate current literature.
- 6.2 All pharmacists providing the service will have satisfactorily completed the following courses/training:
  - (i) Centre for Pharmacy Postgraduate Education (CPPE) distance learning course or equivalent:
    - “Minor ailments: a clinical approach (2021)”<sup>8</sup> **or**
    - “Common clinical conditions and minor ailments”<sup>8</sup> NHS Education for Scotland (2016)
  - (ii) The pharmacist will train the pharmacy staff on referral of requests for treatment under the Self-Care Medicines Scheme to an accredited member of staff within the pharmacy.

### 7. Patient confidentiality

- 7.1 The Provider shall not, and the Provider shall procure that any Named Person 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 or any Named Person in the course of carrying out their duties under this Agreement, except as may be required by law.
- 7.2 A pharmacist’s duty of confidentiality is outlined in Medicines, Ethics and Practice – A Guide for Pharmacists and Pharmacy Technicians. Clients of all ages are entitled to a confidential consultation with their pharmacist.
- 7.3 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.
- 7.4 The Provider shall always 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.
- 7.5 The Provider must be aware that any information held by the Commissioner may be subject to disclosure under the Freedom of Information Act.

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<sup>8</sup> <https://www.cppe.ac.uk/gateway/minor>

## APPENDIX 1 – SERVICE LEVEL AGREEMENT

### 8. Terms and fees

Description	Fee due for consultation (administration fee)	Medicines
Self-Care Medicines Scheme (with supply)	£7.50	Payment for medicines supplied from formulary (cost price + VAT)
Self-Care Medicines Scheme (advice only)	£0	£0
Pharmacy First with supply	£3 (+£15 paid for advanced service claimed separately through NHS BSA Manage your Service (MYS))	Payment for medicines supplied from formulary (cost + VAT)

- 8.1 Payment for provision of the Self-Care Medicines Scheme will be a £7.50 administration fee per consultation plus reimbursement of the costs of medicines supplied.
- 8.2 The £7.50 administration fee will be paid for each consultation at the pharmacy, where a medicine is supplied. No administration fee will be paid for 'advice only', where no medication is supplied. An administration fee of £3.00 will be payable for supply to eligible patients referred to the pharmacy via the Pharmacy First as a £15 consultation payment is already payable for this element.
- 8.3 The Pharmacy will be reimbursed for medicines supplied at cost price plus VAT (as listed in Chemist and Druggist (Branded products) or Drug Tariff (generic products)).
- 8.4 No more than two different products may be supplied to a person during any consultation (for the treatment of hay fever, allergic rhinitis, and allergies, three different products may be supplied if necessary), and no more than one packet of each drug can be supplied.
- 8.5 The service needs to operate within a finite financial budget. The ICB will therefore closely monitor the activity of the service and reserves the right to apply a financial cap, if necessary, when 75% of the available budget has been reached. This will be discussed between the ICB and the LPC.
- 8.6 The web-based system PharmOutcomes® 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.**
- 8.7 Payment will be made monthly on behalf of the ICB by London ICBs Pharmacy Commissioning Team via NHS BSA payment schedule upon the relevant claim, which is generated by PharmOutcomes® by the 5<sup>th</sup> day of each month. Consultation and supply details should be entered on PharmOutcomes® contemporaneously when possible. Claims for payment should be submitted within one month of, and no later than three months from the claim period for the chargeable activity provided. Claims which relate to work completed more than three months after the claim period in question, will not be paid.
- 8.8 NCL ICB shall notify the provider as soon as practicable if it considers a claim submitted by the provider is incorrect or that the stated services have not been provided in accordance with this agreement, including the service specifications and the "Self-Care Medicine Scheme treatment protocols – as outlined in [appendix 3](#) and [appendix 4](#)"
- 8.9 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 (Terms of Service of NHS pharmacists) in respect of the provision of essential services and an acceptable system of clinical

governance.

### **9. Adverse drug reactions (ADRs)**

- 9.1 Whilst rare, all serious ADRs must be reported, even if the effect is well recognised (see British National Formulary [BNF] or link below<sup>9</sup> for supporting information). ADRs should be reported to the MHRA, using the yellow ADR card system.<sup>9</sup>
- 9.2 A client presenting with a suspected ADR should be referred to a doctor for further investigation.

### **10. Unsatisfactory performance**

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

### **11. Responsibilities of the ICB**

- 11.1 The ICB will arrange, when appropriate, contractor meetings to promote service development and update pharmacy staff with new developments, knowledge, and evidence.
- 11.2 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 necessary.

### **12. Tax liabilities.**

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

### **13. Audit**

- 13.1 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. The ICB will give prior written notice.

### **14. Complaints**

- 14.1 The Pharmacy will be required to have a system for handling complaints, which complies with the requirements of the NHS procedures.

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<sup>9</sup> <https://yellowcard.mhra.gov.uk/>




## APPENDIX 1 – SERVICE LEVEL AGREEMENT

### Agreement

This agreement is made between NHS North Central London ICB (the commissioner) and the pharmacy contractor. The pharmacy contractor shall ensure the service is provided from the named pharmacy only.

This agreement may be terminated, without penalty, at any time subject to one month's written notice by either party to the other.

Signed by pharmacy contractor, superintendent, or other authorised person on behalf of pharmacy	
I (PRINT NAME)	
Of (Name of Pharmacy)	
Pharmacy Address and OCS code	
Agree to provide the Self-Care Medicines Scheme for NHS North Central London ICB until <b>31<sup>st</sup> March 2025</b> .	
Signature ..... Date .....	
Signed on behalf of NCL Integrated Care Board	
Name: Louise Coughlan – ICS Chief Pharmacist – NCL ICB	
Signature .....  ..... Date 16/5/24	



## Appendix 2 – SCMS Social vulnerability criteria

### Eligibility

Essentially patients are eligible to receive this service if they receive free prescriptions in categories relating to income.

The only additional category (which is not based on income) is for young people aged 16, 17, or 18 and in full time education, part-time education or undertaking and accredited apprenticeship.

The CPE website has a useful list of evidence that can be used to confirm eligibility for the income-based exemption, click [here](#) for link.

Pharmacists should use their professional discretion to ascertain suitable evidence for young people in part-time education, apprenticeships or for homeless people.

#### Eligible for Self-Care Medicines Scheme

Patients aged under 16 years who have at least one parent who would be eligible for this service

Patients who are receiving Universal Credit and whose income is at a level where they are eligible for free prescriptions.

Patients receiving any other benefits which give them eligibility for free prescriptions:

- NHS Low Income Scheme and are in possession of a valid HC2 certificate.
- Income Support (IS) or Income-related Employment and Support Allowance (ESA)
- Income-based Jobseeker's Allowance (JSA)
- Tax Credit exemption certificate
- Pension Credit Guarantee Credit

Young people aged 16,17 or 18 years

**and**

- in full-time education, part-time education, or undertaking an accredited level 1 apprenticeship

Homeless & in possession of local authority 'Letter of homelessness'

#### Not eligible

Age related categories for under 16 years and over 60 years of age

Current medical exemption certificate

Current maternity exemption certificate

Current pre-payment certificates

## Appendix 3 – Diagrammatic overview of 19 conditions and product choices

Condition	Available treatment								
<b>Athlete's foot</b>	Clotrimazole cream 1% (20g)	Miconazole cream 2% (30g)							
<b>Back pain</b>	<b>Ibuprofen **</b>								
<b>Constipation (Age &gt; 12)</b>	Isphagula husk sachets (30) (Fybogel™)	Senna tablets 7.5mg (20)	Senna liquid (Senokot®) 100ml	Docusate sodium capsules (30)	Macrogol compound oral powder sachets NPF sugar free (30)				
<b>Contact dermatitis</b>	Aquamax® cream (500g)	Emulsifying ointment (500g)	Hydrocortisone 1% cream (15g)	Clobetasone 0.05% cream (Eumovate® eczema and dermatitis) 15g					
<b>Diarrhoea</b>	Dioralyte™ sachets (20)	Dioralyte™ sachets (6)	Loperamide capsules (6)						
<b>Dyspepsia and indigestion</b>	Peptac® suspension (500ml)	Mucogel® oral suspension (500ml)							
<b>Earache</b>	Olive Oil ear drops (10ml)	Sodium bicarbonate eardrops (10ml)	<b>Paracetamol **</b>	<b>Ibuprofen **</b>					
<b>Fever / headache</b>	<b>Paracetamol **</b>	<b>Ibuprofen **</b>							
<b>Haemorrhoids</b>	Anusol™ cream 23g	Anusol™ ointment 23g	Anusol™ suppositories 12	Anusol™ plus HC ointment 15g	Anusol™ plus HC suppositories 12	Isphagula husk sachets (30) (Fybogel™)			
<b>Hay fever, allergic rhinitis and allergies</b>	Chlorphenamine 2 mg in 5 ml sugar-free oral solution (150ml)	Chlorphenamine tablets 4mg (28)	Cetirizine 10mg tablets (30)	Cetirizine liquid 1mg/ml (200ml)	Beclometasone 50mcg nasal spray (100 doses)	Beclometasone 50mcg nasal spray (180 doses)	Loratadine 10mg tablets (30)	Sodium cromoglicate 2% eye drops (10ml)	

## Appendix 3 – Diagrammatic overview of 19 conditions and product choices

Condition	Available treatment				
Head lice	Head lice comb	Bug busting kit	Dimeticone (Hedrin®) 50ml	Dimeticone (Hedrin®) 150ml	Malathion 0.5% aqueous liquid (150ml)
Minor injuries	Paracetamol **	Ibuprofen **	Sodium chloride 0.9% sterile solution (Normasol®) 25ml		
Nappy rash	Zinc & castor Oil cream (100g)	Metanium® ointment (30g)	Sudocrem® 125g	Clotrimazole cream 1% x 20g <i>(only where sign of candida albicans present)</i>	
Ringworm	Clotrimazole cream 1% (20g)	Miconazole cream 2% (30g)			
Scabies* (and pruritus from scabies)	Permethrin 5% cream (30g)	Malathion (Derbac-M®) 0.5% liquid (150ml)	Chlorphenamine maleate 4 mg tablet (28)	Chlorphenamine 2 mg in 5 ml sugar-free oral solution (150ml)	Crotamiton 10% cream (30g)
Teething	Paracetamol **	Ibuprofen **	Bonjela® teething gel		
Threadworm	Mebendazole 100mg chewable tablets (1)	Mebendazole 100mg/5ml oral suspension (30ml)			
Vaginal thrush	Clotrimazole cream 2% (20g)	Clotrimazole pessary (500mg)	Fluconazole oral capsule 150mg (1)	Clotrimazole combi pack (1)	
Warts and verrucas	Salactol™ paint (10ml)	Duofilm® (15ml)			

## Appendix 3 – Diagrammatic overview of 19 conditions and product choices

**\*\* VARIOUS STRENGTHS. Either can be supplied depending on age (and body weight if for a child).**

<b>Paracetamol</b>	Tablets 500mg (32)	Suspension SF 120mg/5ml (100ml)	Suspension SF 250mg/5ml (100ml)	Suspension SF 120mg/5ml (200ml)	Suspension SF 250mg/5ml (200ml)
<b>Ibuprofen</b>	Tablets 200mg (24)	Tablets 400mg (24)	Suspension 100mg/5ml (100ml)	Suspension 100mg/5ml (200ml)	

For protocols for each condition follow [NICE Clinical Knowledge Summaries \(CKS\)](#)

For scabies protocol also see [Appendix 4](#) – protocol extract from All Wales Medicines Strategy Group. All Wales Common Ailments Formulary. February 2018

**\*Scabies is a public health infection risk** and Community Pharmacists must ask if a patient who needs scabies treatment lives in an institutionalised setting for example a hostel or care home. If this is the case, then the UK Health Security Agency (UKHSA) local Health Protection teams must be contacted for advice regarding management and treatment of scabies. It is **essential** to ensure contacts are informed and treated and that any advice provided is followed explicitly to ensure treatment is effective. Contact details for UKHSA Health Protection teams for the five boroughs are:

**Camden / Islington:** [CIPHAdmin@islington.gov.uk](mailto:CIPHAdmin@islington.gov.uk)  
**Barnet:** [Tamara.Djuretic@barnet.gov.uk](mailto:Tamara.Djuretic@barnet.gov.uk)

**Haringey:** [Will.Maimaris@haringey.gov.uk](mailto:Will.Maimaris@haringey.gov.uk)  
**Enfield:** [Dudu.Sher-Arami@enfield.gov.uk](mailto:Dudu.Sher-Arami@enfield.gov.uk); [Glenn.Stewart@enfield.gov.uk](mailto:Glenn.Stewart@enfield.gov.uk)

### USEFUL SOURCES OF INFORMATION – for pharmacists

1. [NICE Clinical Knowledge Summaries \(CKS\)](#)
2. [British National Formulary \(BNF\)](#)
3. [British National Formulary for Children \(BNFC\)](#)
4. [National Institute for Health and Care Excellence \(NICE\)](#)
5. [Electronic Medicines Compendium \(EMC\)](#) - PILs and SPCs can be printed from this site

### USEFUL SOURCES OF INFORMATION – for patients

6. [Self-care forum](#)
7. [Patient.co.uk](#) website – useful information for patients
8. [NHS - common health questions - medicines](#)
9. [NHS - health conditions a-z](#)
10. [NHS live well](#)
11. [NHS - how to treat everyday ailments at home](#)

Please contact your local borough Medicines Management Team for any queries or further information.

Barnet: [nclicb.mmtbarnet@nhs.net](mailto:nclicb.mmtbarnet@nhs.net)  
Haringey: [nclicb.mmtharingey@nhs.net](mailto:nclicb.mmtharingey@nhs.net)

Camden: [nclicb.mmtcamden@nhs.net](mailto:nclicb.mmtcamden@nhs.net)  
Islington: [nclicb.mmtislington@nhs.net](mailto:nclicb.mmtislington@nhs.net)

Enfield: [nclicb.mmtenfield@nhs.net](mailto:nclicb.mmtenfield@nhs.net)

**Please note any future changes to the conditions and product choices (appendix 3) will be communicated to pharmacy contractors separately from this SLA. This will usually be done via PharmOutcomes®.**

All Wales Medicines Strategy Group. All Wales Common Ailments Formulary. February 2018. Scabies

SCABIES

General information

Diagnostic features: intense itch and rash, often worse at night and when hot; sometimes burrows can be seen in the interdigital web spaces. Apply insecticide twice, with applications one week apart.

Consider symptomatic treatment for itching, e.g. an antihistamine. Itch may persist for 2–3 weeks after the infestation has been successfully treated, no new lesions should appear.

All people in the household and those with whom there is close contact need to be treated simultaneously (within a 24-hour period), regardless of whether they have symptoms.

Referral to GP information

Refer people with a severe rash or secondary infection, or who are systemically unwell, and infants under 2 years. Refer people with suspected crusted scabies (crusted, scaly plaques that may develop fissures) or after continued treatment failure (e.g. 2 courses of an insecticide have failed).

Treatment(s) offered	Pack size	Maximum number of packs to be supplied	Suggested number of episodes per year	Information/instructions	
Permethrin 5% cream	30 g	See information/instructions	1	First-line treatment <sup>1, 65</sup> . Treatment should be applied to the whole body including scalp, neck, face and ears. Particular attention should be paid to the webs of fingers and toes and the lotion brushed under the ends of nails. Treatment should be washed off after 8–12 hours. Reapply treatment if it is washed off within 8 hours. Most people will only require 1 x 30 g pack per treatment i.e. 2 x 30 g packs to include repeat treatment. Larger people may require up to 2 x 30g packs for each treatment, i.e. 4 x 30 g packs to include repeat treatment. Use if permethrin is inappropriate <sup>1, 65</sup> .	Sufficient quantities should be provided to allow all members of the household to be treated simultaneously. The names of all those who will be treated with the treatments provided should be documented.
Malathion 0.5%® (Derbac M Liquid)	200 ml	See information/instructions	1	Treatment should be applied to the whole-body including scalp, neck, face and ears. Particular attention should be paid to the webs of fingers and toes and the lotion brushed under the ends of nails. Treatment should be washed off after 24 hours. Reapply treatment if it is washed off during this treatment period.	

## Appendix 4 – Scabies protocol – extract from All Wales Medicines Strategy Group. All Wales Common Ailments Formulary. February 2018

Treatment(s) offered	Pack size	Maximum number of packs to be supplied	Suggested number of episodes per year	Information/instructions		
Chlorphenamine 4 mg tablets	28	1	1	Not indicated for children < 6 years old.		
Chlorphenamine 2 mg in 5 ml sugar-free oral solution	150 ml	1	1	Not indicated for children < 1 year old.		
<b>Advice for patient on how to resolve/manage condition</b>				<b>Patient information leaflet:</b>	<a href="#">English</a>	<a href="#">Welsh</a>
Mites on clothes, linen, etc. can be killed by machine washing (at > 50 C) on the day of application of the first treatment. Put any items you cannot wash in a plastic bag for 72 hours or more.						

### References

1. Joint Formulary Committee. British National Formulary (online). London: BMJ Group and Pharmaceutical Press. Available at: <https://www.medicinescomplete.com>. Accessed Aug 2017.
65. National Institute for Health and Care Excellence. Clinical Knowledge Summaries: Scabies. 2016. Available at: <https://cks.nice.org.uk/scabies>. Accessed Aug 2017.

**All Wales Medicines Strategy Group. All Wales Common Ailments Formulary. February 2018. Scabies**