



Community Pharmacy, CPL and the Pharmacy PCN Lead

Memorandum of understanding

[Date]

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Key Individuals/Organisations

Pharmacy PCN Lead	AAAA
Community Pharmacy Contractor	BBBB
Community Pharmacy Lancashire	office@pharmacylancashire.org
PCN	YYYY

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Aims

1. Community Pharmacy Lancashire (CPL) and the Pharmacy PCN Lead have agreed this memorandum of understanding (MoU) to describe how **AAAA**, **[an employee of BBBB, an NHS community pharmacy contractor OR an individual who is an NHS community pharmacy contractor]** will act as the appointed Pharmacy PCN Lead for the **YYYY** Primary Care Network (PCN).
2. This MoU has been established to encourage NHS community pharmacies 'in the PCN' and CPL to collaborate and work together, to engage effectively with PCNs and to assist contractors making relevant claims under the Pharmacy Quality Scheme (PQS). NHS community pharmacies 'in the PCN' includes community pharmacies that have determined that they are aligned to the PCN, due to the flow patients, for example, by way of arrangements under the PQS.

Activities and objectives

3. The Pharmacy PCN Lead has an important role in shaping engagement between NHS community pharmacies in the PCN and will provide:
 - a) a single channel of engagement with the PCN, building collaborative working relationships with relevant PCN members; and
 - b) identify opportunities for NHS community pharmacies in the PCN area and assist CPL, and other relevant Local Pharmaceutical Committees (LPCs), with the development of community pharmacy service proposals to meet local health populations needs.
4. The Pharmacy PCN Lead **[and BBBB]** must act in good faith, for the benefit of all NHS community pharmacy contractors in the PCN and in accordance with the section below concerning conflicts of interest.

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5. **AAAA's** specific activities and objectives are to:
 - a) provide leadership for the community pharmacies in the PCN to help them develop and implement a collaborative approach to engagement with the PCN;
 - b) work closely with the key members of staff of the other pharmacies in the PCN to discuss and describe how community pharmacy can support the PCN to achieve local targets, aligned to national NHS priorities;
 - c) develop relationships and work closely with the PCN Clinical Director, other Pharmacy PCN Leads, clinical leaders of other primary care, health and social care providers, local commissioners, the Local Medical Committee and CPL;
 - d) to manage and declare any conflicts of interest, and maintain the confidentiality of any PCN information; as appropriate;
 - e) provide regular and timely reports on relevant developments within the PCN to contractors in the PCN area and Community Pharmacy Lancashire; and,
 - f) adhere to any general guidance on the role of the Pharmacy PCN Lead is issued by PSNC and/or NHS England and NHS Improvement.

6. The Pharmacy PCN Lead may only make decisions on behalf of other community pharmacy contractors in the PCN area with the agreement of all those contractors.

Monitoring and Review

7. AAAA [and BBBB] agree[s] to ongoing monitoring, to ensure accountability and assess performance associated with the MoU; the monitoring to be reasonable and appropriate.
8. Activities and objectives will be reviewed quarterly (or as agreed) to assess whether they are being undertaken/delivered.

Conflicts of Interest

7. If AAAA [and BBBB] has/have a potential conflict of interest, pecuniary or otherwise, in any subject under discussion in his role as the Pharmacy PCN Lead, other than a potential conflict of interest as an employee of an NHS community pharmacy contractor [or as the contractor], he or she [or the contractor] should ensure this is made known to CPL and, as appropriate, to any other relevant person (an individual or an organisation) within, or as relevant associated with, the PCN.
8. The following should be guiding principles for AAAA [and officers and directors of BBBB]:
 - a) Selflessness - act in the interests of all NHS contractors in the PCN area.
 - b) Integrity - not be under any obligation that might adversely influence decision-making as the Pharmacy PCN Lead, or give the appearance of this.
 - c) Objectivity - in making decisions, act fairly and with the best evidence available.
 - d) Accountability – be accountable to NHS contractors in the PCN area and CPL for decisions and actions as the Pharmacy PCN Lead.

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- e) Openness – be open with NHS contractors in the PCN area and CPL for decisions and actions as the Pharmacy PCN Lead.
- f) Honesty – act with honesty and truthfulness in all activities.
- g) Leadership - promote and support the above principles by leadership and by example.

Confidentiality

9. 'Confidential Information' means all confidential or proprietary information (however recorded or preserved) relating to the MoU that is disclosed or made available, whether before or after the date of the MoU (in any form or medium), directly or indirectly, by any contractor, CPL or PCN - to AAAA [and BBBB].
10. AAAA [and BBBB] agree(s) to keep the Confidential Information secret and confidential; not use or exploit the Confidential Information in any way, except for, or in connection with the MoU; and, not to disclose any Confidential Information without the prior written consent of the person who provided it.
11. AAAA [and BBBB] may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of the competent jurisdiction.
12. These obligations will not apply, or will cease to apply, to Confidential Information which becomes generally available to the public, other than as a direct or indirect result of the information being disclosed by AAAA [and/or BBBB] in breach of this MoU; or was already lawfully known to the AAAA [and/or BBBB] before it was disclosed to him or her [and the organisation].

Financial contributions

13. [If applicable, detail financial contributions to be made (This does not include entitlement/payments to any NHS community pharmacy contractor under the PQS).]

CPL support for the Pharmacy PCN Lead

14. CPL agrees to provide:
- a) support to **AAAA** to make contact with the Clinical Director in their PCN and have an initial communication or meeting with the PCN Clinical Director which may include:
 - i. a general introduction;
 - ii. indicating the number of pharmacies in the PCN the appointed Pharmacy PCN Lead represents;
 - iii. a short introduction to community pharmacy and the opportunities for integrated working with PCNs and maximising the use of electronic Repeat Dispensing (as outlined in the GP contract);
 - iv. the elements of the PQS with relevance to general practice, particularly the medicines safety audits complementing the GP QOF QI prescribing safety module, reviews of asthma prescriptions, HLP Level 1 and the discussions with patients with diabetes about annual retinopathy screening and foot checks; and,
 - v. other elements of the 5-year CPCF of relevance to GPs, particularly the CPCS and the post-discharge medicines reconciliation service
 - b) ongoing support to **AAAA** for relevant meetings, networking, learning from other Pharmacy PCN Leads, training and development; support for the Pharmacy PCN lead to assist with the development of community pharmacy service proposals to meet local health

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populations needs other support as practicable for; support with communications with NHS community pharmacies in the PCN area; all subject to the agreement and resources of CPL.

Nature of the MOU

15. By agreeing to this MoU, neither CPL nor AAAA [nor BBBB] are committing to legally binding obligations. In addition, this is not a contract and does not authorise either the AAAA [or BBBB] to enter into any commitment for, or on behalf of CPL or other NHS pharmacy contractors in the PCN.

Length of the MOU

15. The MOU is initially for a period of [one / two] years and AAAA [or BBBB] or the pharmacy contractors in the PCN area may terminate the MOU by giving 3 months' notice to CPL and the other party.

Signed on behalf of CPL

..... **Date**

[NAME, POSITION]

Signed by AAAA, Community Pharmacy PCN Lead

..... **Date**

NAME, POSITION]

[Signed by BBBB, NHS community pharmacy employing AAAA]

..... **Date**

NAME, POSITION]