



Helpdesk FAQ

June 2024

Pharmaceutical services

Question: A number of pharmacies have closed in our area, and we think there are now gaps in the provision of services. Can we issue a supplementary statement saying that gaps have been created so that applications for new pharmacies can be granted?

Answer: Supplementary statements are statements of fact that explain changes to the availability of pharmaceutical services since a pharmaceutical needs assessment (PNA) was published. They cannot go on to identify gaps in the provision of pharmaceutical services and articulate those as a need for, or improvements or better access, to a pharmaceutical service or services.

A supplementary statement may be issued where a health and wellbeing board (HWB) identifies changes to the availability of pharmaceutical services which:

- a) are relevant to the granting of “routine applications” for inclusion in a pharmaceutical list, and
- b) the HWB is satisfied that producing a new PNA would be a disproportionate response to the changes, or it is in the process of producing its next PNA and is satisfied that it needs to immediately modify its current PNA in order to prevent significant detriment to the provision of pharmaceutical services in its area.

“Routine applications” are defined as those offering to meet a current or future need, or to secure current or future improvements or better access, to one or more pharmaceutical services that has or have been identified in a PNA, or those offering unforeseen benefits.

Where a HWB is of the opinion that the closure of pharmacies, or the loss of pharmacy opening hours, has created a gap in the provision of pharmaceutical services it should start the process of producing its next PNA. In the meantime, it could issue a supplementary statement setting out what has changed, but it cannot state in the supplementary statement that there is a gap and it can only identify what is required to fill the gap that it believes has

been created by producing a new PNA and clearly articulating the need, improvements or better access.

Dentistry

Question: Can a dental contractor raise a dispute with NHS Resolution when the matter in hand is a non-automatic right decision, where the request can only be taken forward with commissioner permission, such as the relocation of the premises or a force majeure application?

Answer: Yes, a contractor is able to raise a dispute due to clause 279 of the GDS standard contract, which refers to a contract/agreement dispute being 'any dispute arising out of or in connection with the Contract' (Clause 278 of the PDS standard agreement).

This route must be used if the contract is held by a health service body (deemed an NHS contract). If the contract is not a health service body in an NHS contract, this is that they have chosen to be a non-health service body, the contractor can choose to use NHS Resolution but they also have the right to choose to take legal proceedings. In the case of any dispute with a non-health service body you can ask that they use the NHS Resolution route, but they do not have to agree this route.

Regardless of the route they take the contract does ask that local resolution is attempted in all circumstances.

Eyecare

Question: Are General Ophthalmic Services contracts in perpetuity?

Answer: Yes, General Ophthalmic Services (GOS) contracts are awarded in perpetuity, meaning the contract exists until it is terminated by either party, this could be by notice from the contractor, by agreement or by the commissioner for cause.

However, when the commissioner has terminated a contract, they can, if they wish to, award a temporary contract for the provision of services with up to 12 months in duration.

Where a temporary contract is entered into, the contract is not required to contain rights of termination by the contractor, but the parties can agree to include such terms as to termination by notice as they may agree. And in accordance with the standard model GOS mandatory and additional services contracts published September 2023, Commissioners will need to review and amend Part 4 Provision as to the time - Duration of the Contract, Clauses 16, 17 and 18 and Part 19 Variation and termination of the contract as required.

Our contracting helpdesk is open to commissioners who are annual contract holders with helpdesk included in their contract. For details on annual contracts visit <https://www.pcc-cic.org.uk/annual-contracts/> or contact enquiries@pcc-cic.org.uk. Expert primary care consultancy support is available if required enquiries@pcc-cic.org.uk