



**Lincolnshire**  
**Integrated Care Board**

**Lincolnshire Integrated Care Board**

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08 March 2024

**FREEDOM OF INFORMATION – DECISION NOTICE**

Dear Requester

**FOI Reference Number:** 72494

I refer to your email of 12 February 2024 requesting information in relation to commissioned services from community pharmacies.

I can confirm on behalf of NHS Lincolnshire Integrated Care Board (ICB) and in accordance with S.1 (1) of the Freedom of Information Act 2000 (FOIA) that we do hold the information that you have requested. Please see further details below:

**Under the Freedom of Information Act 2000, could you please supply me with some information regarding commissioned services from community pharmacies? I would like to know:**

- 1. What locally commissioned services are currently commissioned by the ICB, outside of the Community Pharmacy Contractual Framework.**

Please see the table below

- 2. The number of pharmacies commissioned to provide each service.**

Please see the table below

- 3. The value of each contract**

The contract value is withheld - see the public interest test below.

To provide advice and assistance we have provided the service payment structure in the table below.

Public Interest Test

The contract value is exempt from disclosure into the public domain by virtue of the exemption set at Section 43 of the FOIA. Section 43(2) is a prejudice-based exemption and, as such, we are required to assess both the prejudice test and the public interest test in withholding this information against that of its release.

When assessing the prejudice test, we need to demonstrate that there would be an impact on the commercial interests of the ICB or upon a third party should this information be released.

To provide the current contract values would impact on the commercial interests of both the future providers and the ICB. This is because the contracts are due to expire 31 March 2024 and disclosure would reveal commercially sensitive information to “the world at large”. This would have a detrimental impact on any ongoing or future negotiations between the ICB and providers.

Disclosure would enable any bidders to gain additional information about the service which they could use to their commercial advantage over other providers. Providers compete with one another in a competitive environment and for contracts not just related to the ICB; to provide the exempt information would allow rival companies to undercut the current providers as they would have a commercial advantage as detailed above. This would also mean the ICB would not be able to work within a competitive market where results in a financial or resource benefit is put to the wider public interest.

Any disclosure at this time by the ICB would in future discourage the provision of commercially sensitive information necessary to respond properly to the ICB’s ‘Invitation To Tender’ and would be likely to affect and undermine the ICB’s position in any future procurement process or negotiations. Ultimately civil action could be taken against the ICB should information be disclosed that adversely affects the commercial interests of current and/or future suppliers.

We are also required to conduct the public interest test, which assesses whether releasing the information would be in the public interest despite the prejudice test being satisfied. It is important to bear in mind that any disclosure under the FOI Act is a disclosure to the public at large and not just to the applicant. We recognise that there is a general public interest in our being open and transparent. However, we do not believe that this public interest is served in disclosure for the damage that would be caused as outlined above. Disclosure would impact severely on the ICB’s ability to get best value for money from the public purse.

Therefore, we consider that releasing this information would not be in the public interest, as the public interest does not outweigh the prejudice as set out above.

**4. The date of each contract.**

Please see the table below

**I’d be most grateful if you could provide your response in Excel format or a table (such as that below).**

<b>Service</b>	<b>Number of pharmacies commissioned</b>	<b>Service Payment Structure</b>	<b>Contract start date</b>	<b>Contract end date</b>
Extended Care Tier 1 Conjunctivitis	48	Activity payments will be made when patients have been seen and the consultation plus the 7-day follow-up entered onto the system – regardless	01/04/2023	31/03/2024
Extended Care Tier 1 UTI	49		01/04/2023	31/03/2024

Extended Care Tier 2 impetigo	46	of whether any medication was supplied.	01/04/2023	31/03/2024
Extended Care Tier 2 Insect Bites	46	Activity will be invoiced by the system when the 7-day follow-up module has been completed for a patient seen under the service.	01/04/2023	31/03/2024
Extended Care Tier 2 Eczema	46	Fee per consultation £20.00 (where medication is supplied) Medication costs at Drug Tariff prices plus VAT at the prevailing rate. Fee for full consultation where either no antibiotic is supplied, or rapid referral occurs £17.00. Clinical waste – one off payment of £40 per contracted pharmacy per annum to be claimed via PharmOutcomes.	01/04/2023	31/03/2024
Extended Care Tier 3	2	The pharmacy will be paid according to the following schedule. A bursary of £150 to support the purchase of consumables will be paid after the pharmacist training has been completed and plans submitted to NHSE on how the Pharmacy will work with the local GP practices in providing this service. There should be evidence that conversations have taken place with local GP practices as to the referral pathway, escalations and how any issues would be discussed. Activity payments will be made when patients have been seen and entered onto the system – regardless of whether any medication was supplied. Activity will be measured by the system when the 7-day follow-up module has been completed for a patient seen under the service. The activity payment is £25 paid on completion of the 7-day follow up.	01/04/2023	31/03/2024
Palliative Care Drug Stockist Scheme	21	An annual retainer fee of £262.66 will be paid automatically in August . Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become time expired, provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed.	01/04/2023	31/03/2024
Bank Holiday rota's	Differs per bank holiday	Pharmacies are given the opportunity to volunteer to open on every bank holiday where there is a lack of response for certain areas a direction is issued to chosen pharmacies. The pharmacies are Paid £350/hour for Christmas Day and £275/hour for	As and when bank holidays occur	As and when bank holidays occur

		Easter Sunday and all other bank holidays		
Louth Rota	4	Pharmacies are paid £121.26 per hour on a Sunday for 1 hour. Weekdays, Monday to Friday (except bank holidays) pharmacies are paid £92.04 per hour for 1 hour. Bank holiday payments are detailed above.	01/04/2023	31/03/2024

I hope that this answers your queries with the information we currently hold, but if I can be of any further assistance please do not hesitate to contact me.

If you are dissatisfied with the handling of your request, you have the right to ask for an internal review. Internal review requests should be submitted within two months of the date of receipt of the response to your original letter and should be addressed to

Arden & GEM Greater East Midlands Commissioning Support Unit  
 FOI TEAM/Corporate Communications Team  
 1<sup>st</sup> Floor, St John's House  
 East Street  
 Leicester  
 LE1 6NB

If you are not content with the outcome of your complaint, you may apply directly to the Information Commissioner for a decision. Generally, the ICO cannot make a decision unless you have exhausted the complaints procedure provided the ICB.

The Information Commissioner can be contacted at: telephone 0303 123 1113, email [icocasework@ico.org.uk](mailto:icocasework@ico.org.uk) and <https://ico.org.uk/global/contact-us/>

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<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

Yours faithfully

Lindsay Parker  
 Senior Freedom of Information Officer

**On behalf of  
 NHS Lincolnshire ICB**