SPECIFICATION OF REQUIREMENTS

for

DISPENSING AND SUPPLY OF STOMA APPLIANCES TO PATIENTS IN THE COMMUNITY FOR NHS SCOTLAND

Applicable from: 1st July 2016 to 30th Jun 2018

This is a continuation of the current arrangement

Return Date:

Please return this document as soon as possible with the relevant and requested information, particularly the signed and completed docquet as detailed in Appendix 1. Prospective Stoma Service Suppliers should aim for completion and return within 4 weeks of receipt.

Date Issued: July 2016
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INTRODUCTION

This document sets out the service standards to be met by all Dispensing Appliance Suppliers and Community Pharmacy Contractors for the purposes of being placed on a list of approved suppliers authorised to dispense and supply Stoma Appliances and associated services to patients in the community. This document also sets out the ongoing standards to be met by Dispensing Appliance Suppliers and Community Pharmacists for the purposes of remaining on that approved supplier list. Failure to continue to meet the standards set out in this service standards document, as assessed on behalf of Scottish Government by National Procurement, a division of the Common Services Agency, a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 and having its headquarters at Gyle Square, 1 South Gyle Crescent, Edinburgh, EH12 9EB (“Common Services Agency”) may result in such parties being removed from the list of approved suppliers.

This is a continuation of the arrangements previously set out in 2014.

DEFINED TERMS AND INTERPRETATION

In this Specification of Requirements document, the following terms shall have the following meanings ascribed to them:-

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“1978 Act”</td>
<td>means the National Health Service (Scotland) Act 1978;</td>
</tr>
<tr>
<td>“Community Pharmacy Contractor”</td>
<td>means a community pharmacy contractor on the Pharmaceutical Services list of a Scottish Health Board;</td>
</tr>
<tr>
<td>Authority</td>
<td>means the Common Services Agency (more commonly known as National Services Scotland ) (whose divisions include NP, PSD and ISD)</td>
</tr>
<tr>
<td>“Customer”</td>
<td>means any patient or NHS employee as applicable within the context of the sentence;</td>
</tr>
<tr>
<td>“DAC”</td>
<td>means Dispensing Appliance Contractor</td>
</tr>
<tr>
<td>“DH”</td>
<td>means Department of Health;</td>
</tr>
<tr>
<td>“DPA”</td>
<td>means the Data Protection Act 1998</td>
</tr>
<tr>
<td>“Stoma Appliances”</td>
<td>means the Stoma Appliances or accessories as detailed on the prescription for use by the patient;</td>
</tr>
<tr>
<td>“ISD”</td>
<td>means the Information and Statistics Division, a division of the Common Services Agency;</td>
</tr>
<tr>
<td>“NP”</td>
<td>means National Procurement, a division of the Common Services Agency;</td>
</tr>
<tr>
<td>“PS”</td>
<td>means Pharmaceutical Services as described in the 1978 Act;</td>
</tr>
<tr>
<td>“PSD”</td>
<td>means the Practitioner Services Division of the Common Services Agency;</td>
</tr>
<tr>
<td>“SG”</td>
<td>means Scottish Government;</td>
</tr>
<tr>
<td>“Stoma Appliances”</td>
<td>Means the list of stoma appliance products from time to time in force as maintained by ISD and published on its web site and which may be prescribed by authorised prescribers.</td>
</tr>
<tr>
<td>Stoma service suppliers</td>
<td>means collectively DACs and Community Pharmacy Contractors.</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>GP10</td>
<td>means a GP10 Prescription form</td>
</tr>
<tr>
<td>HBP</td>
<td>means a Prescription issued by a Health Board from an appropriately qualified medical and/or nursing staff.</td>
</tr>
<tr>
<td>Despatch Address Point</td>
<td>Means the premises to which the patient directs a prescription and from which it is despatched</td>
</tr>
</tbody>
</table>

### 2. POSITION OF THE AUTHORITY

2.1 Stoma Appliances are no longer listed in the Scottish Drug Tariff of the 1978 Act and arrangements for the supply of Stoma Appliances to patients in the community in Scotland, accordingly fall outwith the scope of Pharmaceutical Services.

2.2 Separate arrangements outwith Pharmaceutical Services enable dispensing of specialist appliances to be effected by a wider cohort of suppliers with appropriate capability, including those located outwith Scotland. Health Boards in Scotland may also make additional dispensing arrangements, for instance through dispensing doctors if in their view this procurement provides inadequate geographical cover.

2.3 As a condition of being placed on a list of Stoma service suppliers entitled to supply Stoma Appliances and associated services to patients within NHS Scotland, Stoma service suppliers must agree to meet the service standards set out in this document. Stoma service suppliers must indicate their commitment to meet those standards by signing one copy of this document where indicated and returning a signed copy to NP. Failure to return a copy of this document duly signed by an appropriately authorised officer from the Stoma service supplier undertaking to meet the required standards and conditions will exclude a Stoma service supplier from the list.

2.4 The service standards are intended to reflect a philosophy of care and support and to set agreed minimum standards of care and service for patients. The service standards governing the supply of Stoma Appliances and associated service provision are detailed within this document, and those published by the then SEHD Primary Care Division on 2 November 2005.

2.5 Document link:
http://www.sehd.scot.nhs.uk/appliance_contractors/documents/service_standards.htm

### 3. SCOPE

3.1 This document sets out the payment terms, conditions and minimum levels of service required of Stoma service suppliers to provide the service to patients within NHS Scotland.

3.2 This document applies solely to the supply of items on the list of Stoma Appliances from time to time in force as maintained by ISD and published on its web site and which may be prescribed by authorised prescribers.

3.3 The classes of items which are considered to be customisable for the sake of the Customisation Fee are the following by reference to the current list of Stoma Appliance items which may be prescribed and dispensed under current Scottish arrangements:

- 3.3.1 one-piece bags (see ‘colostomy bags’)
- 3.3.2 drainable bags (see ‘ileostomy bags’) and bags with tap (see ‘urostomy bags’)
- 3.3.3 items under ‘two piece ostomy system’ and ‘flanges’
- 3.3.4 ‘skin protectors’
- 3.3.5 ‘stoma caps’.
3.4 Disposal bags and wipes are to be provided free of charge and without the payment of a dispensing or delivery fee. Otherwise no items shall be provided other than on the basis of a submitted prescription, except where the requirement is urgent and where the agreement of the prescriber has been obtained in advance by telephone. All requests for changes or additions to prescriptions must be made to the prescriber and/or the nurse specifying the appliance before an item is provided.

4 PAYMENT - Stoma Appliance Claim Process

4.1 To minimise administration for Stoma service suppliers with no customisation or delivery activity, the default position will be that in respect of all prescriptions submitted for reimbursement without a separate claim form the only fee paid will be the base dispensing fee at the highest rate (for Stoma service suppliers dispensing up to 1,199 items per month). If this results in overpayment an appropriate reconciliation would be made by PSD in future payments.

4.2 All Stoma service suppliers wishing to claim customisation and delivery fees and/or with an activity level of 1,200 items or more in a month must complete a separate monthly claim form in the form prescribed by PSD from time to time (the current version of which is set out in Appendix 2 to this document) to be submitted at the same time as prescriptions submitted for reimbursement. The monthly claim form may be sent electronically provided the paper original is then sent by post or hand delivered to PSD. Failure to submit original claim form may result in payments being reclaimed by PSD.

4.3 Existing post-payment verification procedures for prescriptions will apply as managed by PSD.

4.4 Payment terms will be in accordance with existing arrangements for Pharmaceutical Services Suppliers. For example: Payments to Stoma service suppliers will be made two months after the month of dispensing hence for the items dispensed in January payment will be made in Stoma service suppliers’ bank accounts at the end of March.

4.5 This process and the address for submission of claim forms are included in the following schematic:
4.7 Stoma Appliance PSD Process in Dispensing Month

4.8 The following schematics lay out the PSD process in respect respectively of prescription forms and any supplementary claim forms.
4.9 Stoma Appliance PSD Process in Following Dispensing Month

4.10 The following schematic explains the PSD process for claims and payment in the month following the dispensing month.
5. MANNER OF CARRYING OUT THE SERVICES

5.1 Service Standards – The detailed basis upon which services are to be provided and the standards to which Services are to be provided are as detailed in a document titled “Service Standards Relating To Provision Of Stoma Care Appliances To Patients In The Community” published by the Scottish Government Health Department (previously known as Scottish Executive Health Department) Primary Care Division dated 2 November 2005, together with the additional Service Standards set out in this document. The Service Standards required in this document are a continuation and enhancement of the standards which have been in place and required to be met since 2005.

5.2 Pricing Query & Transparency –

5.2.1 By virtue of paragraph 10(2) of Schedule 1 to the National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009 community pharmacy contractors may be required by Scottish Ministers to provide any information which is required for the purpose of conducting any inquiry into remuneration and reimbursement arrangements, and regular such inquiries are conducted to establish the level of discounts made available by manufacturers to community pharmacy contractors providing Pharmaceutical Services.

5.2.2 All Stoma service suppliers are required to accept a similar obligation to provide any information which may be required by the Authority for the establishment of discounts made available to them from manufacturers and wholesalers of stoma appliances in order to inform ongoing and future remuneration and reimbursement arrangements. They may therefore be subject to occasional pricing enquiries for this purpose. An administration payment equivalent to that paid in respect of drug cost pricing enquiries described above would be paid by the Authority to contractors required to provide such information.

5.3 TIME / DELIVERY

All Stoma service suppliers must:

5.3.1 ensure adequate stocks of components/parts are held to facilitate prompt service for repeat requests and appropriate supply lines are established for items only intermittently required.
5.3.2 ensure supply and delivery schedules are tailored to suit the needs of the individual patient,
5.3.3 inform the patient as soon as practicable, with an honest explanation of the reason for any delay in supply.
5.3.1.4 ensure all supplied packages are discrete

5.4 IDENTIFICATION OF STOMA APPLIANCES & TRACEABILITY. Stoma service suppliers will ensure that all information regarding batch codes of remaining stocks of Stoma Appliances are recorded and retained for a period of no less than one year from the last date of delivery to enable rapid checks to be made on such remaining stocks and products to be traced in the event of a series of complaints or product recall.

6 AGREEMENT PRICE AND PAYMENT

6.1 Fees will be paid in respect of GP10 or HBP series prescriptions issued by Scottish Health Boards for the appliances covered by this procurement. On dispensing, these are to be sent for payment processing by the Stoma service supplier to PSD, irrespective of the domicile of the dispenser. Prescriptions issued by prescribers elsewhere in the United Kingdom but presented by the patient temporarily in Scotland to a Scottish domicilled Stoma service supplier for dispensing should also be presented to PSD.

6.2 The ingredient cost of the item dispensed will be reimbursed at the prices stipulated by the originator
(manufacturer, importer etc) of the product concerned as put forward and accepted in the manufacturer’s pricing to NHS Scotland.

6.3 A global sum (as explained below) will be used for expenditure for remuneration payments to Stoma service suppliers. A **3 tier fee** (base dispensing fee, customisation fee and delivery fee) and the level of the fees will be used for allocation of payments from this global sum. The following fees will apply at commencement of these arrangements. They will thereafter be subject to variation in accordance with the Global Sum management arrangements detailed below.

### 6.3.1 Table 1 - **Tier 1** - Base Dispensing Fee as Detailed Below:

<table>
<thead>
<tr>
<th>Number of Items Dispensed Monthly per Despatch Address Point</th>
<th>Base Dispensing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1,199</td>
<td>£6.09</td>
</tr>
<tr>
<td>1,200 to 1,999</td>
<td>£5.58</td>
</tr>
<tr>
<td>2,000 to 2,999</td>
<td>£5.16</td>
</tr>
<tr>
<td>3,000 +</td>
<td>£4.82</td>
</tr>
</tbody>
</table>

6.3.2 Table 2 - **Tier 2** - Customisation Fee as Detailed Below, (Customisation, where carried out for those items which may be customised)

<table>
<thead>
<tr>
<th>Number of Items Dispensed Monthly per Despatch Address Point</th>
<th>Base Dispensing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1,199</td>
<td>£4.90</td>
</tr>
<tr>
<td>1,200 to 1,999</td>
<td>£4.61</td>
</tr>
<tr>
<td>2,000 +</td>
<td>£4.37</td>
</tr>
</tbody>
</table>

6.3.3 **Tier 3** - Delivery Fee = £3.81. Only applies where the patient requests delivery. The service specification requires Stoma service suppliers to deliver within 48 hrs - but only where so required by the patient.

6.3.4 Stoma service suppliers seeking the customisation fee and/or the delivery fee must submit prescriptions to PSD for payment with the relevant line items duly endorsed as ‘Product customised’, ‘Product delivered’, or ‘Product customised and delivered’. Unendorsed prescriptions will be paid on the basis of the Base Dispensing Fee only. Stoma service suppliers claiming endorsement will be required to maintain appropriate records for post payment verification purposes to show where customisation and/or delivery had taken place.

### 6.3.5 Despatch Address Point

6.3.6 Care must be taken by Stoma service suppliers relating to premises of despatch. In particular, other than in the exceptional circumstances described below, all deliveries must be made from the Stoma service supplier’s address to which the patient sends the prescription and volume discounts will relate to despatch activity from that address (Despatch Address Point). Prescriptions must not be passed from one entity to another to attract a higher level of remuneration or reimbursement nor must the Stoma service supplier receive a commission or payment for the delivery of products to customers.

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service supplier canvass patients to redirect prescriptions for either of these purposes.

6.3.7 In exceptional circumstances affecting the ability of the contractor to despatch from the premises to which the patient has sent, such as severe weather or other major disruption to the normal method of delivery, the Stoma service supplier may make special arrangements for delivery from an alternative location but the prescription must be presented for payment from the location to which it was first sent by the patient.

7 MANAGEMENT ARRANGEMENTS FOR THE GLOBAL SUM

7.1 The above fees will apply without retrospective amendment for the dispensing months April to June 2016.

7.2 PSD/ISD will collect data on fee expenditure for the second quarter of 2016-17 i.e. July to September 2016, (Q2) against a target equal to 25% of the annual rounded Global Sum target of £3.812m (i.e. £0.953m). This will apply to the totality of fees (base dispensing plus customisation plus delivery).

7.3 Outturn for Q2 will then be compared against the quarterly target of £0.953m and depending on whether there is an overspend or underspend against that target all the fees in place at July 2016 would then either be decreased by the same percentage as any overspend for Q2 or increased by the same percentage as any underspend for Q2 to determine a new fee scale for the months of January- March 2017.

For example:

7.3.1 - if outturn for Q2 is an overspend of 1% higher than the rounded Global Sum then for January – March 2017 all fees in force at July 2016 would reduce by 1%.

Whereas

7.3.2 - if outturn for Q2 is an underspend of 1% lower than the rounded Global Sum then for January- March 2017 all fees in force at July 2016 would increase by 1%

7.4 The same adjustment process would then be carried out quarterly with the outturn over/under- spend for Q3 (October- December 2016) being applied to July 2016 fees to determine the fees for April- June 2017 and so on.

For example

7.4.1 - if outturn for Q3 is an overspend of 1.5% higher than the Global Sum then for April- June 2017 all fees in force at July 2016 would reduce by 1.5%.

Whereas

7.4.2 - if outturn for Q3 is an underspend of 1.5% lower than the Global Sum then for April- June 2017 all fees in force at July 2016 would increase by 1.5%.

7.5 The relevant monthly turnover figures and recalibrated fee-scale will be published on a special page on the ISD Prescribing and Dispensing website.

7.6 There will be no retrospective adjustment of fees already paid.

8. LEGISLATIVE

8.1 All Stoma service suppliers must comply with all relevant legislation including, but not limited to, legislation relating to advertising and marketing, the sale of Stoma Appliances, relevant European Directives/Regulations, consumer rights, disability rights, and data protection, Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Credit (Advertisements) Regulations 2004 as amended in 2004 and 2007.
8.2 All Stoma service suppliers must obtain disclosure records from Disclosure Scotland at enhanced or any level substituted therefore for all Stoma service supplier’s personnel who may have direct unsupervised contact with patients (i.e. a driver delivering into a patient’s home)

9. PROCESS

9.1 Stoma service suppliers must not change Stoma Appliances prescribed for a patient without written authorisation from the prescriber and a Clinical Nurse Specialist or other appropriately trained and qualified NHS employee.

9.2 Stoma service suppliers must provide appropriate clinical management information to Scottish Health Boards on request and issue to patients when requested by any Scottish Health Board any material necessary for the conduct of occasional service audits, consistent with normal patient confidentiality requirements

9.3 Stoma service suppliers must provide NP information every 6 months on numbers of patients regularly presenting prescriptions (defined as when at least 3 prescriptions have been presented by the same patient in a 3 month period) for Stoma Appliances. This information will be treated confidentially and only shared with Health Boards for the purpose of identifying areas of usage for audit. Information should be supplied by e-mail indicating number of new patients and for which Health Board. No personal information on patients should be supplied. The first report should be provided as soon as possible after 30 September 2016 and relate to the number of patients for whom prescriptions were dispensed during the period 1 July 2016 to 30 September 2016. The second report should be provided as soon as possible after 31 March 2017 and relate to the number of patients for whom prescriptions were dispensed during the period 1 October 2016 to 31 March 2017. Thereafter reports covering the same calendar periods should be automatically provided every 6 months.

9.4 If Stoma service suppliers are unsure which Health Board a patient comes under then the following Table should be used.

9.4.1 Table 3. Post Codes Applicable to Health Boards

<table>
<thead>
<tr>
<th>Health Board</th>
<th>Post Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ayrshire &amp; Arran</td>
<td>All &quot;KA&quot; postcodes + &quot;PA17, 18&quot;</td>
</tr>
<tr>
<td>Borders</td>
<td>All &quot;TD&quot; postcodes</td>
</tr>
<tr>
<td>Dumfries &amp; Galloway</td>
<td>All &quot;DG&quot; postcodes</td>
</tr>
<tr>
<td>Fife</td>
<td>All &quot;KY&quot; postcodes + &quot;DD6&quot;</td>
</tr>
<tr>
<td>Forth Valley</td>
<td>All &quot;FK&quot; postcodes + &quot;G63&quot; + &quot;EH51&quot;</td>
</tr>
<tr>
<td>Grampian</td>
<td>All &quot;AB&quot; postcodes + IV36</td>
</tr>
<tr>
<td>Greater Glasgow &amp; Clyde</td>
<td>&quot;G1 to G66&quot; + &quot;G78 to G82&quot; + &quot;PA1 to PA20 inclusive except PA17, 18&quot;</td>
</tr>
<tr>
<td>Highland</td>
<td>All &quot;IV&quot; postcodes + &quot;KW1 to 14&quot; + &quot;PH17 to PH49&quot; + &quot;PA21 onwards&quot; + &quot;G83, G84&quot;</td>
</tr>
<tr>
<td>Lanarkshire</td>
<td>All &quot;ML&quot; postcodes + &quot;G67 TO G77&quot;</td>
</tr>
<tr>
<td>Lothian</td>
<td>All &quot;EH&quot; postcodes except EH51</td>
</tr>
<tr>
<td>Orkney</td>
<td>&quot;KW15&quot; onwards</td>
</tr>
<tr>
<td>Shetland</td>
<td>All &quot;ZE&quot; postcodes</td>
</tr>
<tr>
<td>Tayside</td>
<td>All &quot;DD&quot; postcodes except DD6 + &quot;PH1 TO 16&quot;</td>
</tr>
<tr>
<td>Western Isles</td>
<td>All &quot;HS&quot; postcodes</td>
</tr>
</tbody>
</table>

10. PROFILE
10.1 Stoma service suppliers who are Dispensing Appliance Contractors (i.e. are not community pharmacy contractors) must provide a standard profile statement covering no more than 2 pages of A4 paper. This will be circulated by NP to all Health Boards as information for patients. The contents should include as a minimum:

10.1.1 a brief description of the company
10.1.2 a brief description of the skills and competencies offered by the company to Scottish ostomists
10.1.3 contact details including any emergency or out of hours details
10.1.4 arrangements for handling patient prescriptions including delivery arrangements
10.1.5 formal complaint process and handling
10.1.6 a statement of any related interests such as vertical integration with an appliance manufacturing organisation
10.1.7 a list of services and what patients can expect from this provision

10.2 This profile statement will from time to time be updated with a statement of findings of the most recent Audit findings conducted within NHS Scotland on the level of service provided by the Stoma service supplier concerned.

10.3 In respect of Stoma service suppliers who are community pharmacy contractors and for whom the maintenance of an individual profile for each Stoma service supplier may be considered to be overly bureaucratic, an alternative of a single or regional generic profile for community pharmacists will be used and will be developed in conjunction with Community Pharmacy Scotland as the body recognised by the Authority as representative of Scottish Community Pharmacy contractors. Audit information on community pharmacy contractors will also from time to time be added as applicable.

10.4 Where a Stoma service supplier has a website or other publicity material which advises patients in the UK on dispensing arrangements for stoma appliances, to avoid patient confusion there should be a specific section detailing the arrangements for patients in Scotland.

11 HEALTH BOARDS’ AUDIT

11.1 Health Boards will be entitled to audit the performance of Stoma service suppliers supplying patients in its area to ensure that these service standards are complied with. NP will provide Health Boards with information on who the Stoma service suppliers that are providing this service to patients located within their Health Board jurisdiction are.

11.2 The nature of the audit will be tailored to balance the need to check performance against the disadvantage of unnecessary bureaucracy. To ensure consistency the format of audits will be nationally co-ordinated through NP. Audits will be conducted on an appropriate sample basis of all Stoma service suppliers unless a Health Board has evidence of particular patient dissatisfaction with one or more Stoma service suppliers which merits specific investigation.

11.3 Patients and NHS staff will be encouraged to report any complains through the respective Health Board NHS complaints procedure. Actions emanating from these complaints will be reviewed by the health Board complaints officer and passed to appropriate staff for review an follow up as required.

12. REMOVAL FROM THE LIST OF APPROVED STOMA SERVICE SUPPLIERS

12.1 NP may remove a Stoma service supplier from the list of approved Stoma service suppliers if results of any national or local audit were to identify that the level of service provided fell short of the standards and requirements set out in this document and the Stoma service supplier concerned had not rectified any deficiencies identified and notified to it by NP within the period specified by NP (acting reasonably) for such rectification.

13. CHANGE CONTROL
13.1 NP shall maintain an open list of Stoma service suppliers. This means additional Stoma service suppliers may be added at any time providing they can demonstrate that they can meet the requirements of this document and complete the appropriate documentation.

13.2 Stoma service suppliers may be removed from the list at the discretion of NP if they fail to meet the requirements as detailed in this document.

14. VARIATION

14.1 The Base Dispensing Fee, Customisation Fee and Delivery Fee will be subject to variation during the currency of this agreement in accordance with the section above on Global Sum management.

15. QUALITY

15.1 By signing this document, Stoma service suppliers warrant that all Stoma Appliances and services provided by them shall conform to all relevant standards, specifications and conditions, and that Stoma service suppliers shall perform all obligations incumbent upon them in terms of this document in accordance with best industry standards and practice. Stoma service suppliers further warrant that they will perform all services with reasonable care, skill and diligence in accordance with the standards set out in this document and in accordance with good industry practice, and that all Stoma Appliances and services supplied by them will conform with all descriptions and specifications provided by the Stoma service suppliers in relation to the same. All Stoma Appliances supplied to patients shall be sufficient for the purpose for which they are ordinarily used and for any particular purpose made known by the Stoma service supplier to patients. It is expressly stated that patients may rely upon the skill and judgement of Stoma service suppliers in relation to the supply of Stoma Appliances and/or services in accordance with the terms of this document.

15.2 By execution of this document, Stoma service suppliers hereby indemnify and hold harmless Scottish Health Boards against any damages, losses, liabilities, costs, expenses (including the cost of legal or professional services (including the cost of disbursements)), charges and penalties arising directly as a result of failure by the Stoma service supplier to supply Stoma Appliances and/or services to patients in accordance with the provisions of this document.

16. CONFIDENTIALITY

16.1 The Authority shall keep confidential information provided by Stoma service suppliers in connection with this document and shall only use such information for the purposes stated herein. The obligation of confidentiality shall not apply to any information which:

16.1.1 was known to the Authority prior to receipt either directly or indirectly from the Stoma service supplier; or
16.1.2 is or becomes available to the public through no fault of the Authority; or
16.1.3 is required to be disclosed pursuant to an order of court or of competent jurisdiction or applicable law or regulation; or
16.1.4 is subsequently disclosed to the Authority without restriction by a third party having the lawful right to make such disclosure; or
16.1.5 is not exempt from disclosure under the Freedom of Information (Scotland) Act 2002 and/or any codes of practice issued thereunder.

17. DATA PROTECTION

17.1 All Stoma service suppliers undertake to comply fully with the Data Protection Act 1998 and failure to do so may result in removal of a Stoma service supplier from the list of approved Stoma service suppliers.
APPENDIX 1 – RETURN DOCQUET

SPECIFICATION OF REQUIREMENTS for DISPENSING AND SUPPLY OF STOMA APPLIANCES TO PATIENTS IN THE COMMUNITY FOR NHS SCOTLAND

Applicable from: 1st July 2016 to 30th Jun 2018

I, [insert name and designation] hereby confirm I am a duly authorised representative of [name of Stoma service supplier] and that I have all necessary authority to sign this document on behalf of [insert name of Stoma service supplier]. On behalf of [insert name of Stoma service supplier], I hereby confirm that [insert name of Stoma service supplier] accepts that its appointment to the list of authorised Stoma service suppliers shall be subject to [insert name of Stoma service supplier] meeting and continuing to meet the standards and procedures set out in this document relating to the supply of Stoma Products, Stoma Appliances and associated services to patients, and [insert name of Stoma service supplier] agrees to abide by the terms of this document in such supply.

Date: .................................................................
Signed by: ..........................................................
Print Name: ..........................................................
Designation: ......................................................

Address Of Premises to be used as the “Despatch Address Point”.

Stoma Service Supplier Name: .................................................................
Address Line 1: .................................................................
Address Line 2: .................................................................
Address Line 3:.................................................................
Address Line 4:.................................................................
Post Code: .................................................. Tel No.: ...........................................
Contact Name: ..................................................
Position: .......................................................
e-mail Address: ................................................

Note: One signed docquet is required for each Despatch Address Point

Return Address:
Graeme McIntosh – Commodity Manager
National Procurement
Gyle Square (NSS Head Office), 1 South Gyle Crescent
Edinburgh EH12 9EB
E-mail Address: Graeme.mcintosh@nhs.net
APPENDIX 2 - PSD CLAIM FORM

Stoma Appliance Claim Form
To be completed each month for which payment is claimed

Supplier Name and address:

Supplier Code:

Month:        Year:

I the undersigned Supplier confirm that I have complied with all the requirements detailed in the “SPECIFICATION OF REQUIREMENTS FOR DISPENSING AND SUPPLY OF STOMA APPLIANCES TO PATIENTS IN THE COMMUNITY FOR NHS SCOTLAND APPLICABLE FROM: 1ST JULY 2016 TO 30TH JUNE 2018” and hereby claim customisation and delivery fees applicable to the provision of the patient service elements of Stoma Appliances during the month stated above.

Monthly Number of Stoma Items dispensed:

Monthly Number of Customisation Fees claimed:

Monthly Number of Delivery Fees claimed:

Counterfraud Declaration

I declare that the information I have provided is correct and complete. I understand that, if I knowingly provide false information, this may result in disciplinary action and I may be liable for prosecution and civil recovery proceedings. I agree that any overpayments identified though the post payment verification process may be recovered at a future date by the Common Services Agency for the Scottish Health Service. For the purposes of payment verification, I consent to the disclosure of information from this form to and by the Common Services Agency and the Health Board within which any patient for which I dispense is domiciled and agree to co-operate fully with all payment verification procedures.

Signature:................................................................................. Date:.................................................................

Name: ............................................................................... Company Position:.............................................

Send the completed form either:

1. By post to: Pharmacy Payments
                        NHS National Services Scotland
                        Practitioner Services
                        Gyle Square
                        1, South Gyle Crescent
                        Edinburgh  EH12 9EB

2. By email NSS.psd-cp-claims@nhs.net