



SCHEDULE 1 PART 5:

HEALTHCARE

CONTENTS

1	DEFINITIONS	3
2	INTRODUCTION	5
3	GENERAL OBLIGATIONS	7
4	APPOINTMENT OF HEALTHCARE PROVIDERS	8
5	CONTRACTOR'S AREAS OF RESPONSIBILITY	9
6	CONSTANT SUPERVISION	11
7	SECURITY	12
8	BUILT ENVIRONMENT, FACILITIES AND EQUIPMENT	12
9	WORKFORCE	15
10	INSPECTIONS AND INVESTIGATIONS	16
11	ESCORTS AND BED WATCHES	16
12	PHARMACY AND MEDICINES MANAGEMENT	17
13	HEALTH PROMOTION	18
14	RESOLUTION OF DISPUTES	18

1. Definitions

1.1 For the purpose of this **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)** unless the context otherwise requires:

"Care Quality Commission" means the independent regulatory body that inspects health and social care provision in England, as may be replaced from time to time. its role is to ensure that services meet national standards of safety and care;

"Dying Well in Custody Charter 2018" means the best practice guidance to support health and custody staff to ensure there is effective care for individuals who are in prison and have a terminal condition. the latest version of the guidance was published in April 2018 and is available at

<http://endoflifecareambitions.org.uk/tag/prisons/>, (and as such may be replaced or amended from time to time);

"Health and Justice Information Service" means an IT system for the English health and justice services as further detailed at <https://digital.nhs.uk/services/health-and-justice-information-services>;

"Healthcare Providers" means the health organisations commissioned by NHS England from time to time to deliver Healthcare Services;

"Healthcare services" means the health services delivered within the Prison that do not form part of the Custodial Services;

"In-Possession Medication"	means the medication and medical equipment that is carried, supplied and administered by the Prisoner, on their person or stored in their cell. Medications and equipment treated as 'in-possession' will be derived through local and individual risk assessments conducted by Healthcare Providers in consultation with the Contractor and where necessary agreed within the Local Partnership Agreement. Where Authority Policies reference in-possession medication the locally agreed processes and practices must abide by relevant requirements contained therein;
"In-Possession Medication Policy"	means the Authority policy describing the basis by which Prisoners can have In-Possession Medication that is supplied and administered by the Prisoner, and which medicines are never to be supplied in-possession to a Prisoner (but instead each dose of a medicine is administered under supervision by a registered healthcare professional);
"Medicines Management Committee"	means a committee, with formal terms of reference, that supports the decision making and monitoring of medicines use and handling in one or more secure prisons. the committee is led by the Healthcare Service Provider and membership includes clinical staff and Custodial Staff;
"NHS England"	means the statutory body responsible for commissioning health provision in England and contract/performance management of all health services in prisons (with the exception of some emergency care, ambulance services, out-of-hours services and 'NHS 111' services);
"Prison and Probation Ombudsman" or "PPO"	means the statutory body responsible for investigating complaints and all deaths of those in a prison;

"Prison Health National Partnership Agreement" or "NPA" means the 'National Partnership Agreement for Prison Healthcare in England 2018-2021' which sets out how the Prison Health Partnership supports the commissioning and delivery of healthcare in English prisons (as such agreement may be amended from time to time). a copy of this agreement is available at <https://www.gov.uk/guidance/healthcare-for-offenders#eel-decline>;

"Release on Temporary Licence" or "ROTL" has the meaning given in PSI 13/2015 (as amended from time to time);

"RPS Professional Standards for Medicines Optimisation in Secure Environments" means the professional standards published by the royal Pharmaceutical Society as edition 2 in February 2017 (available via <https://www.rpharms.com/resources/professional-standards/optimising-medicines-in-secure-environments>) that describe the expectations for providing safe and effective use and handling of medicines in custodial residential secure environments as may be replaced or amended from time to time;

2. Introduction

2.1 The aim of the commissioned Healthcare Services is to improve the health and wellbeing of Prisoners in line with NHS England's mandate and the ten (10) priorities as further described in the NPA. They describe the frameworks, standards and outcomes, and ensure healthcare and pathways between custody and community are fully described and supported through the appropriate interventions to the individual.

2.2 The outcomes of the NPA will be achieved through partnership and close working relationships between the Contractor, the NHS England commissioner and commissioners/providers of services in the Prison and community. Positive relationships between the Contractor and NHS England commissioners will support the engagement and understanding and enablement of healthcare provision across prisons and the NPA describes the shared commitment to commission and ensure the delivery of:

- 2.2.1 the improved health and wellbeing of people in prison and reduce health inequalities;
 - 2.2.2 the reduction of reoffending and supporting rehabilitation by addressing health related drivers of offending behaviour; and
 - 2.2.3 supporting access to and the continuity of care through the prison estate, pre-custody and post-custody into the community.
- 2.3 At the request of the Authority or NHS England (as applicable), the Contractor shall, as part of its obligations to support access to Healthcare Services in the Prison, co-operate, provide information relating to and collaborate on the service specifications developed by NHS England which provide the basis for the commissioning of Healthcare Services including (but not limited to):
- 2.3.1 the assessment of Prisoners and delivery of Healthcare Services by relevant professionals;
 - 2.3.2 primary care;
 - 2.3.3 substance misuse;
 - 2.3.4 mental health;
 - 2.3.5 public health programmes including communicable and non-communicable disease control;
 - 2.3.6 secondary healthcare;
 - 2.3.7 pharmacy services;
 - 2.3.8 sexual health;
 - 2.3.9 smoking cessation services;
 - 2.3.10 dental services; and
 - 2.3.11 ophthalmology services.
- 2.4 NHS England will commission high quality, needs led and patient centred services offering equivalent service access to that which is available in the community. The Contractor shall provide the appropriate means and a healthcare environment within the Prison to ensure that this commitment by NHS England can be delivered.

- 2.5 As the Contractor is the provider of Custodial Services (as represented by the Director) it is responsible and accountable for discharging an overall duty of care to keep the Prisoners safe and free from harm, which requires Directors to co-operate with Healthcare Providers to ensure the Healthcare Services meet the needs of the population in Prison.
- 2.6 To meet this duty, the Contractor shall:
- 2.6.1 assist Prisoners to access and receive Healthcare Services;
 - 2.6.2 facilitate the efficient and timely delivery of a range of Healthcare Services by the Healthcare Provider; and
 - 2.6.3 commit to working in partnership and with a collaborative commissioning approach with the Healthcare Provider and NHS England (where appropriate).
3. **General Obligations**
- 3.1 Without prejudice to the obligations set out in **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**, the Contractor shall (working jointly with NHS England commissioners and the Healthcare Provider) ensure at all times Prisoners are empowered and enabled to take responsibility for their own care and support in relation to their healthcare needs.
- 3.2 The Contractor shall ensure that it establishes a relationship through a Local Delivery Board with the NHS England commissioner and the Healthcare Provider. The Local Delivery Board will be responsible for ensuring that each Prisoner's personal and healthcare needs are recognised and met whilst providing a secure environment pursuant to the requirements of **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**.
- 3.3 The Contractor shall agree and sign a Local Partnership Agreement at Prison level which will include an Information Sharing Agreement and the establishment of the Local Delivery Board. The Contractor shall ensure the relevant documentation shall:
- 3.3.1 mirror the NPA;
 - 3.3.2 serve to inform the working of the Local Delivery Board;
 - 3.3.3 ensure that responsibilities and service standards are clearly set out for all relevant services under the Local Partnership Agreement;
 - 3.3.4 describe joint working arrangements and how these will efficiently and effectively deliver the requirements of all relevant service specifications in the Local

- Partnership Agreement in accordance with the Authority Requirements, including the COR;
- 3.3.5 set out the terms for local governance of such joint working, including mechanisms for the resolution of any disputes which may arise, escalation of disputes where not resolved locally and provide for the review of arrangements in line with Legislation, Guidance, and Authority Policies; and
- 3.3.6 set out and agree charging arrangements where they are required as described in of this **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)**.
- 3.4 The Contractor shall work with the Authority and NHS England commissioners regarding the commissioning and provision of the Healthcare Services and changes and future service planning including (but not limited to) the contribution to the regular needs assessment for the population in the Prison and to support planning for the provision of services for Prisoners released from the Prison.
- 3.5 The Contractor, through the Local Partnership Agreement, shall contribute to the commissioning of community and probation services by the Authority. Specifically, the Contractor shall provide information to the member organisations of the Local Partnership Agreement on the needs of Prisoners being released into the community from the Prison and their access to Healthcare Services (including but not limited to substance misuse services).
- 3.6 From time to time at the request of the Authority or NHS England (as applicable) through the Local Delivery Board, the Contractor shall contribute to any reviews of the national service specifications for the Healthcare Services.
- 3.7 The Contractor shall provide access to and assist Emergency Services as and when required.
4. **Appointment of Healthcare Providers**
- 4.1 The Contractor shall contribute to the NHS England's procurement of the Healthcare Providers from time to time, including through collaborating on the development of service specifications, inputting into decisions on procurement, negotiation and contract award for Healthcare Services. The final decisions on the appointment of Healthcare Providers for the Prison will be taken by the NHS England commissioners working in partnership with the Authority.

5. Contractor's Areas of Responsibility

- 5.1 Through the Local Delivery Board the Contractor shall develop a 'whole Prison' approach to health and wellbeing, the overall aim of which shall be to promote the health and wellbeing of those within it, both Contractor's Staff and Prisoners. The Contractor's approach shall align resources, facilities and services from both the Healthcare Provider and the Contractor, as well as enable positive action by Prisoners to improve their health and wellbeing and the health and wellbeing of others.
- 5.2 Pursuant to **paragraph 5.1 (Contractor's Areas of Responsibility)** above the Contractor shall provide the following activities and services (including the provision of resources for such services):
- 5.2.1 services to enable and support the safe, effective, efficient and timely delivery of Healthcare Services to Prisoners, regardless of the identity of the Healthcare Provider, including the correct identification of Prisoners to the Healthcare Providers;
 - 5.2.2 the facilitation of timely access by Healthcare Providers to Prisoners as part of the Prisoner induction process for assessment and delivery of Healthcare Services;
 - 5.2.3 the provision of a Prisoner appointment system for healthcare appointments and the notification of appointments to Prisoners;
 - 5.2.4 the facilitation of Prisoner access to out of hours medical services, medical services provided by telephone and tele medicine;
 - 5.2.5 the facilitation of all Prisoner movement in a timely manner to and from healthcare appointments and clinics, including those for medication dispensing, including the escorting of Prisoners where required (and as determined by local risk assessment and management processes pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**);
 - 5.2.6 the facilitation of all healthcare staff (including the Healthcare Provider's staff) movement in a timely manner into and around the Prison Site wherever they are required to deliver Healthcare Services; including escorting such healthcare staff where required (and as determined by local risk assessment and management processes pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**);

- 5.2.7 provision and maintenance of a safe working environment including through the supervision of Prisoners moving to, from or waiting for healthcare appointments pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.8 provision of Contractor's Staff to provide Prisoner escort to healthcare outside the Prison, including bed watches outside the Prison. The Contractor shall be entitled to recharge costs of this Contractor's Staff provision to NHS England in line with the NPA and subject to the provisions of **paragraph 11 (Escorts and Bed Watches)** of this **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.9 jointly working with all other service providers in the Prison to identify and minimise Prisoner appointment clashes (including family and legal visits);
- 5.2.10 ensuring that a robust disability liaison function is in place which covers all disabilities including physical and learning disability and difficulties, autistic spectrum conditions and other matters to comply with all Legislation relating to equality and disability pursuant to **clause 29 (Equality and Diversity)**;
- 5.2.11 ensuring that all Prisoners are assessed for a potential learning disability or autistic spectrum condition using a recognised screening tool (in line with such specifications and instructions as may be provided by the Authority) and that such information is shared with Healthcare Providers and other Relevant Authorities to inform the Prisoner's overall management by the Contractor pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;
- 5.2.12 ensuring the Healthcare Providers are involved in the resettlement process and ensuring there is continuity of care and a comprehensive discharge plan completed (including the sharing of information about Prisoners and the facilitation of Prisoner consent to sharing information pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and the provisions of **Clause 65 (Data Protection)**);
- 5.2.13 ensuring Prisoners have access to translators and other assistance if a Prisoner has communication or other difficulties in line with requirements from time to time of the Authority as set out in **paragraph 3.7.3 (Provision for Custodial Services) of Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**, relevant equalities Legislation, Authority Policies and best practice guidance;

- 5.2.14 enabling the involvement of Prisoners in the regular assessment and development of Healthcare Services by facilitating access to Prisoners by those undertaking service development, improvement and assessment work through avenues such as focus groups, surveys, prisoner councils and other arrangements;
- 5.2.15 provide Prison management support to the management of communicable disease outbreaks including support to maintaining the health and wellbeing of non-healthcare staff and Prisoners;
- 5.2.16 encouraging and creating opportunities for the joint management of Prisoners with the Healthcare Provider including the use of physical exercise or diet to benefit health, the development of appropriate self-care programmes, or attendance at case conferences for patients with mental health and/or substance misuse needs;
- 5.2.17 providing Prisoners with a healthy environment and lifestyle opportunities including through healthy eating options (according to applicable national guidelines), access to recommended levels of physical activity and a smoke free estate ensuing support for smoking cessation pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and **Schedule 4 (Authority Policies)** and amended from time to time; and
- 5.2.18 ensuring that the culture of rehabilitation within the Prison promotes health and wellbeing.

6. **Constant Supervision**

- 6.1 The Contractor shall provide the constant supervision of Prisoners in accordance with **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and the Authority Policies. Where a Prisoner is under constant supervision for purposes of security or discipline and/or where constant supervision is required by the Authority, the cost of this constant supervision shall be met by the Contractor.
- 6.2 The Contractor shall provide constant supervision services for cases of clinical need as identified through the ACCT processes or where the Contractor and Healthcare Provider agree a Prisoner requires constant supervision because of their clinical need and/or to prevent self-harm in accordance with **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)** and the Authority Policies. The cost of this constant supervision will be met by the Healthcare Provider or NHS England Commissioner as agreed through the Local Partnership Agreement. The Contractor shall agree with NHS England

Commissioners the locally defined approach to determining the clinical need for constant supervision.

6.3 The Contractor shall, ensure through the Local Partnership Agreement, that arrangements with the Healthcare Provider are in place to facilitate access to prompt health care assessments for Prisoners who may have mental health conditions and that local protocols are in place which ensure that self-harm risks (which are to be managed through close joint working arrangements, including the facilitation by the Contractor of multi-disciplinary decision-making processes).

6.4 The Contractor shall undertake a review of any constant supervision of any Prisoner upon the request of the Authority.

7. Security

7.1 The Contractor shall ensure the security of Prisoners and the safety of the Healthcare Provider in the Prison pursuant to **Part 1 (Custodial Services)** of **Schedule 1 (Authority's Custodial Service Requirements)** including but not limited to:

7.1.1 the provision of Custodial Staff as required in all settings where Healthcare Services are provided including to a Prisoner Cell where necessary;

7.1.2 the provision of sufficient numbers of Custodial Staff at medicines dispensing sessions where non- in-possession medicines are supplied to Prisoners (in accordance with the In-Possession Medication Policy) to supervise the safe administration of such medicines and to prevent the illicit or illegal diversion or trading of prescribed medication;

7.1.3 assuring the safe transportation of medicines by the Healthcare Provider and the completion by the Healthcare Provider of medication adherence checks via a search of a Prisoner's Prison Cell; and

7.1.4 agreeing information sharing protocols and procedures with NHS England commissioners and the Healthcare Provider in accordance with the Data Protection Legislation and the local Information Sharing Agreement, in relation to the identification of risk of harm to self and others by Prisoners.

8. Built Environment, Facilities and Equipment

8.1 The Contractor shall maintain a decent built environment, including adherence to safer Prison Cell standards and keep the Buildings in good repair both pursuant to and in accordance with **Part 1 (Custodial Services)** of **Schedule 1 (Authority's Custodial Service**

- Requirements**) and **Schedule 11 (Property and Facilities Management)** and reduce opportunities for Prisoners to access ligature points.
- 8.2 The Contractor shall ensure that Custodial Staff are provided as necessary to healthcare areas to complete accommodation fabric checks, support meal times, supervise Prison Cell cleaning to the required standards (in accordance with **paragraph 5 of Schedule 11 (Property and Facilities Management)**) and other requirements to ensure that the safety of the environment including that biological safety is maintained always.
- 8.3 The Contractor shall ensure that all healthcare areas and areas where Healthcare Services are provided (including all facilities and fixed equipment it is responsible for under this Contract) are appropriately cleaned, maintained, repaired and replaced in accordance with manufacturer's instructions and shall comply with 'The Health and Social Care Act 2008 Code of Practice' on the prevention and control of infections and related guidance (available via <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>) and the 'Public Health Infection Control Manual' (available via <https://www.gov.uk/government/publications/infection-control-in-prisons-and-places-of-detention>), and as both may be amended from time to time.
- 8.4 The Contractor is responsible for the fixed healthcare assets (including fixed air conditioning units, medicines storage facilities) and shall maintain a register of such assets including description, location, current value and replacement value and must make this available to the Authority and NHS England commissioners within two (2) Business Days of request. This shall also form part of the Equipment Register.
- 8.5 For the avoidance of doubt, the Healthcare Provider or the local NHS England commissioners (as may be determined between them) shall be responsible for any healthcare items that are not fixtures, including the cleaning, maintenance, repair and replacement in accordance with manufacturer's instructions.
- 8.6 The Contractor shall, at the request of the Authority, Healthcare Provider or NHS Commissioner (as applicable) through the Local Delivery Board, provide access to the Healthcare Provider's staff or contractors for the purposes of cleaning, maintenance, repair or replacement of assets for which the Healthcare Provider (or NHS England as above) is responsible.
- 8.7 In the event the Contractor fails to meet clinical standards as set out in **paragraph 8.3** and pursuant to **Schedule 11 (Property and Facilities Management)** with regards the cleaning and maintenance for which it is responsible it may from time to time request that NHS England commissioners arrange a suitable cleaning contract on its behalf. Through the Local

- Delivery Board the Healthcare Providers and NHS England commissioners should be consulted in the development of any specification for any such cleaning services that are required to meet clinical standards described above. The cost of this cleaning service shall be met by the Contractor.
- 8.8 The Contractor shall manage and remove clinical and non-clinical waste from the Prison including any areas used solely by Healthcare Providers, in accordance with 'The Health and Social Care Act 2008 Code of Practice on the prevention and control of infections' (available via <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>), as may be amended from time to time and all related Legislation.
- 8.9 NHS England shall be responsible for Healthcare Provider clinical ICT systems. The Contractor shall ensure the timely access by NHS England, its staff and contractors to the Prison to enable the timely completion of any installation, maintenance, repairs or changes to the clinical ICT systems physical infrastructure or software for the provision of clinical ICT as part of the Health and Justice Information Service.
- 8.10 The Contractor shall ensure that the Authority's ICT System and the Contractor's ICT System are able to interface with NHS England's clinical ICT systems, to enable secure sharing of patient information, educational material, demographic, location and risk indicator information for each Prisoner.
- 8.11 With the prior written consent of the Authority, the Contractor may (on a case by case basis), agree with the NHS England commissioners and its contractors, under the terms of a Local Partnership Agreement, to share use of ICT systems.
- 8.12 Where shared use is approved pursuant to **paragraph 8.11 (Built Environment, Facilities and Equipment)**, The Contractor shall provide the Healthcare Provider with such access to the Contractor's ICT System required for the purposes of delivering and supporting patient care at no cost to the Healthcare Provider, with such security and levels of access being agreed by the Local Delivery Board.
- 8.13 If the Healthcare Provider requires access to the Authority's ICT System for the purposes of delivering and supporting patient care, the Contractor shall facilitate such access at no cost to the Healthcare Provider.
- 8.14 The Contractor shall be responsible for restocking of disinfecting tablet dispensers in all areas of the Prison, including those used for the provision of Healthcare Services.

9. Workforce

- 9.1 The Contractor shall ensure there is a nominated senior manager grade lead who shall be responsible for leading the collaboration with and support to the Healthcare Provider and for ensuring that sufficient Custodial Staff are made available to facilitate the delivery of Healthcare Services to Prisoners.
- 9.2 The Contractor shall ensure that Custodial Staff are provided with health awareness training in but not limited to:
- 9.2.1 a general understanding of a whole Prison approach to health and wellbeing and the importance of good health;
 - 9.2.2 mental health awareness;
 - 9.2.3 substance misuse awareness;
 - 9.2.4 the ACCT process;
 - 9.2.5 learning disability awareness;
 - 9.2.6 the effective supervision of medicines supply and identifying and reporting medication incidents to a level agreed by the Local Delivery Board; and
 - 9.2.7 such further training as may be identified and agreed at the Local Delivery Board.
- 9.3 Where training pursuant to **paragraph 9.2 (Workforce)** above is to be supported or facilitated by Healthcare Provider or NHS England commissioned services, this must be agreed in the Local Partnership Agreement.
- 9.4 The Contractor shall complete the timely processing of security clearance for providers of NHS England commissioned services and the Healthcare Provider so as not to reduce the ability of the Healthcare Provider to deliver the Healthcare Services in accordance with PSI 07/2014 (as may be amended from time to time).
- 9.5 The Contractor shall provide to the Healthcare Provider a schedule of training agreed by the Local Delivery Board to enable the Healthcare Provider to discharge its responsibilities in a custodial environment as part of the Local Partnership Agreement. The training shall include a Prison induction and all training elements required by the Contractor for it to be satisfied that all Healthcare Provider staff working in the Prison and carrying keys can meet the responsibilities required of them (and the Contractor) pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**.

9.6 The Contractor shall provide Healthcare Provider staff with keys (except Prison Cell keys), belts, chains, radios and other equipment as may be required to facilitate the discharge of their duties at no cost to the Healthcare Provider.

9.7 The Contractor shall ensure that the Contractor's Staff have access to appropriate vaccinations and immunisations and access to medicines required during an infection outbreak through the appropriate occupational health processes.

10. **Inspections and Investigations**

10.1 The Contractor shall enable full, unfettered and timely access to all areas of the Prison for the purposes of inspection as required by the Care Quality Commission, or other health inspection authorities from time to time or otherwise are required by applicable Legislation.

10.2 The Contractor shall provide assistance to the Healthcare Provider to implement the healthcare or pharmacy service outcomes identified from inspections and investigations through the Local Partnership Agreement.

10.3 Where the Care Quality Commission makes findings and recommendations which relate to Services for which the Contractor is responsible under this Contract, the Contractor shall work with Healthcare Providers and NHS England commissioners through the Local Partnership Agreement to agree a response to address the findings and recommendations.

11. **Escorts and Bed Watches**

11.1 NHS England (either directly or through an arrangement with the Healthcare Provider) shall be responsible for funding external escorts and bed-watch staff in accordance with the NPA. Where the Contractor provides this resource in accordance with the obligations under **paragraph 5 (Contractor's Areas of Responsibility)** of this **Part 5 (Healthcare)** of **Schedule 1 (Authority's Custodial Service Requirements)**, the Contractor shall ensure that the agreed charge back mechanism in the Local Partnership Agreement is used. The Authority shall not be responsible for these costs.

11.2 Where a Prisoner remains on an external bed watch at a hospital, this will be formally reviewed after three (3) Months by both the Contractor and Healthcare Provider, to determine appropriate future options. A review may also be undertaken by the Contractor at any time upon the request of the Authority. The Contractor shall contribute to this process by assessing the availability and suitability of early release or discharge in accordance with the Authority Policies.

11.3 Subject to PSI 13/2015 and PSI 33/2015 (as both may be amended from time to time), the Contractor shall, in conjunction with NHS England and the Healthcare Provider, review the

level of escorts in cases of long term hospitalisation where the Prisoner, due to their clinical presentation and level of public protection, could be suitable for consideration under the terms of Release on Temporary Licence or early release or discharge.

- 11.4 The Contractor shall establish clear procedures for calling Emergency Services and for enabling Prisoner attendance at hospital accident and emergency departments.
- 11.5 The Contractor shall work with all healthcare service providers (including the Healthcare Providers) inside and outside the Prison to ensure that Prisoners are returned to the Prison as soon as clinically appropriate.
- 11.6 The Contractor shall ensure that escorts are not cancelled and are provided throughout the term of any external healthcare for a Prisoner.
- 11.7 The Contractor shall in circumstances that require it, as determined by the Healthcare Provider and/or the Social Care Provider (as defined in **Part 6 (Social Care) of Schedule 1 (Authority's Custodial Service Requirements)**), facilitate the delivery by the Healthcare Provider and/or the Social Care Provider of local end of life or palliative care in accordance with the Dying Well in Custody Charter 2018 and shall work with the Healthcare Provider and the Social Care Provider to ensure that the requirements of this Charter are complied with. This includes the consideration and processing of ROTL by the Contractor and/or early release from custody where appropriate in accordance with PSI 13/2015 (as may be amended from time to time).

12. **Pharmacy and Medicines Management**

- 12.1 The Contractor shall ensure that the onsite dispensing pharmacy, where present, is able to serve both the Prison and other prisons as required or directed by the Authority and NHS England commissioners.
- 12.2 The Contractor shall, where an onsite dispensing pharmacy is present, maintain secure, temperature appropriate premises within the Prison for the operation of the dispensing pharmacy service by the Healthcare Provider. The Contractor shall ensure that all areas where medicines are supplied or stored within the Prison comply with all relevant Legislation, including requirements which relate to registered pharmacy premises and medicines handling including controlled drugs.
- 12.3 The Contractor shall ensure Prisoners with In-Possession Medication have suitable secure in-Prison Cell storage facilities. For the avoidance of doubt, the storage facility can also be used for non-healthcare equipment.

12.4 The Contractor shall assist the Healthcare Provider to meet the RPS Professional Standards for Medicines Optimisation in Secure Environments. The Local Partnership Arrangements shall ensure Healthcare Providers are supported in delivering a safe and effectively delivered medicines policy, including implementation of an In-Possession Medication Policy.

12.5 The Contractor shall agree through the Local Partnership Agreement how information will be shared on incidents involving illicit drugs and medicines. This includes proactive engagement with the Healthcare Provider's Medicines Management Committee meetings and outcomes.

13. **Health Promotion**

13.1 The Contractor shall, in accordance with the Local Partnership Agreement, co-operate with the Healthcare Provider to deliver a 'whole Prison' policy and services which promote the health of the Prison population. The approach must align resources, facilities and services from both the Healthcare Provider and Social Care Provider as well as the Contractor and must enable positive action by Prisoners to improve their health and wellbeing. The 'whole-Prison' approach should give consideration to all relevant requirements contained in the COR.

13.2 The Contractor shall ensure that Prisoners are able to follow clinical recommendations for diet and, as far as the Prison environment permits, for exercise.

13.3 The Contractor shall ensure that an appropriate range of over the counter medicines and preparations, including fluoride toothpaste, will be made available through its prison retail provision to meet the needs of Prisoners in the Prison pursuant to **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements) and Schedule 3 (Authority Third Party Contracts)**.

13.4 The Contractor shall provide, maintain and support a non-smoking environment within the Prison and support smoking cessations services.

13.5 The Contractor shall provide its staff with support to enable a healthy workforce, including access to occupational health, to reduce absenteeism and promote health and wellbeing of Contractor's Staff.

14. **Resolution of Disputes**

14.1 The Contractor shall make every effort to resolve any disputes with Healthcare Providers and NHS England commissioners which may arise about the enabling and delivery of Healthcare Services in the Prison, in accordance with the processes set out in the Local Partnership Agreement.

- 14.2 Any dispute not resolved through the Local Partnership Agreement can be referred by the Contractor to the Authority, which shall use its reasonable endeavours to reach a resolution with NHS England as commissioner of the Healthcare Services and (if required) the Department of Health and Social Care.
- 14.3 While any matter concerning the enabling and delivery of Healthcare Services in the Prison is in dispute and remains unresolved, the Contractor shall take such actions and provide such services as may be reasonably required by the Authority.