

EXAMPLE COPY FOR
REFERENCE ONLY

**Bristol, North Somerset, Somerset and
South Gloucestershire Pharmacy Enhanced Service**

**Availability of Specialist Medicines
(Palliative Care and other Specialist Medicines)**

2015/2016 Service Level Agreement

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1. Background information

- 1.1 Prescribers periodically need to obtain medicines urgently. Such medicines may not be routinely stocked by community pharmacies, and the delays to treatment caused as a result may cause harm to patients, or necessitate avoidable admission to hospital.
- 1.2 Such delays can be avoided by ensuring that a number of pharmacies that have good access for patients hold a stock of key medicines.

2. Aims and intended service outcome

- 2.1 This enhanced service is intended to ensure the supply of specialist medicines for which the demand may be unpredictable, for example in palliative care, treatment of thrombosis and prophylaxis, tuberculosis, where intravenous antibiotics have been prescribed in the community and the treatment of bacterial meningitis.
- 2.2 The aims of the service are:
 - 2.2.1 to improve the availability, especially in the out-of hours period, of these specialist medicines when they are required, by ensuring access and continuity of supply
 - 2.2.2 to support patients, carers and clinicians by providing them with the benefit of a pharmacist's knowledge at the point of dispensing
 - 2.2.3 to ensure common standards for the provision of palliative care and other specialist medicines.

3. Service outline

- 3.1 The pharmacy will stock the specialist medicines listed in the formulary in appendix 1 and will dispense these medicines upon receipt of an appropriate NHS prescription.
- 3.2 The pharmacy must keep appropriate records of dispensing on their computerised medication records.
- 3.3 The pharmacy must promptly re-order any medicines from the formulary which are dispensed, and must promptly inform the Commissioner if there are significant supply issues which affect any of the relevant medicines.
- 3.4 The pharmacy must provide information and advice to the patient, carer and health care professional as they would with any prescription. It should also refer or signpost patients to specialist centres, support groups or other health and social care professionals where appropriate.
- 3.5 The pharmacy must ensure that this service is available at all times within their contracted opening hours (both core and supplementary opening hours), and on any bank or public holidays on which the pharmacy is open.

- 3.6 If the pharmacy is unable to fulfil a prescription, it must:
- 3.6.1 make contact with other pharmacies which provide this enhanced service to identify one which is open and has the required medicine in stock
 - 3.6.2 direct the patient, carer or clinician to the nearest such pharmacy
 - 3.6.3 complete the form attached in Appendix 2 and return it to the Commissioner within 7 days.
- 3.7 The pharmacy must ensure that all pharmacists (including locum pharmacists) and staff involved in the provision of the service have the relevant knowledge and are appropriately trained in the operation of the service within the pharmacy's own standard operating procedures.
- 3.8 The Commissioner will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The Commissioner will regularly review the formulary to ensure that it reflects the availability of new medicines and changes in practice or guidelines. The pharmacy will ensure that they hold in stock any new additions to the medicines formulary within two weeks of notification by the Commissioner.
- 3.9 The Commissioner will disseminate information on the service to other pharmacy contractors and health care professionals in order that they can signpost patients to pharmacies providing the service.

4. Quality indicators

- 4.1 The pharmacy must satisfactorily comply with its obligations under Schedule 4 to the Pharmaceutical Services Regulations (terms of service of NHS pharmacists) in respect of the provision of essential services and an acceptable system of clinical governance
- 4.2 The pharmacy will review its standard operating procedures, and the referral pathways, for this service on an annual basis (at least).
- 4.3 The pharmacy will ensure that pharmacists and staff involved in the provision of the service have undertaken appropriate continuing professional development relevant to this service.
- 4.4 The pharmacy will be willing to participate in periodic audit of service provision and usage organised by the Commissioner.
- 4.5 The pharmacy will be willing to participate in any locally agreed Commissioner-led assessment of service user experience.

5. Clinical Incident Reporting

5.1 Any incidents involving controlled drugs are legally required to be reported to:

Sue Mulvenna, CD Accountable Officer at NHS England South West:

Email: england.bnsssg-controlleddrugs@nhs.net

Telephone: 0113 825 3568

(or alternative contact as notified by the Commissioner to the pharmacy).

6. Complaints procedure

6.1 The pharmacy must handle any complaints from patients/health care professionals in accordance with the arrangements which it has in place under paragraph 34 of the Terms of Service for NHS Pharmacists.

6.2 The pharmacy must send a copy of any complaint from a patient/health care professional relating to its delivery of this service, together with details of how it has responded to that complaint, to the Commissioner.

7. Duration and Payment

7.1 This agreement will commence on 1 April 2015 (or the date of signature, if later) and end on 31 March 2016, unless terminated earlier under sections 8 or 9 below or extended by mutual agreement.

7.2 The Commissioner will pay to the pharmacy:

7.2.1 an annual retainer payment of £260 (or a proportion of that amount* if this agreement commences after 1 July 2015), payable upon signature of this agreement by both the pharmacy and the Commissioner

7.2.2 reimbursement for dispensed medicines via NHS Prescription Services in the standard way

7.2.3 reimbursement for medicines included in the formulary that have become time expired, provided normal stock rotation procedures have been followed within the pharmacy. A claim form for this reimbursement is provided in appendix 3.

8. Decommissioning

8.1 A pharmacy may choose to discontinue their involvement in this service provided they give the Commissioner two months' notice in writing. The Commissioner will recover an appropriate proportion of the retainer payment from the pharmacy.

* Paragraph 7.2.1: £260 payable if agreement commences before 30 June 2015, £195 if it commences between 1 July and 30 September 2015, £130 if it commences between 1 October and 31 December 2015 or £65 if it commences after 1 January 2016.

- 8.2 The Commissioner may decide to decommission this service, in which case it must give the pharmacy two months' notice in writing. The Commissioner will recover an appropriate proportion of the retainer payment from the pharmacy.
- 8.3 If the service is decommissioned, or if medicines are removed from the formulary, by the Commissioner then the pharmacy may arrange for destruction of any relevant stock that they are holding that they believe will be surplus to requirements, and claim reimbursement for those medicines, provided that the pharmacy can provide a wholesaler invoice for the stock, clearly stating the date that the pharmacy ordered/obtained the stock.

9. Disputes

- 9.1 If the pharmacy is unable to supply a medicine when presented with an appropriate prescription and, following investigation, the Commissioner is not satisfied that there were reasonable grounds for the pharmacy being unable to do so, the Commissioner may recover a proportion of the retainer payment from the pharmacy (£50 for each occurrence, up to the amount of the annual retainer payment) without needing to issue a formal breach/remedial notice.
- 9.2 The Commissioner may terminate this agreement with immediate effect, and consequently recover an appropriate proportion of the retainer payment from the pharmacy, if the Commissioner:
- 9.2.1 is satisfied that the pharmacy has repeatedly failed to meet the requirements of this agreement, or
 - 9.2.2 is satisfied that it is in the interests of patient safety to do so, or
 - 9.2.3 is on notice that the pharmacy is not, or no longer, satisfactorily complying with its obligations under Schedule 4 to the Pharmaceutical Services Regulations (terms of service of NHS pharmacists) in respect of the provision of essential services and an acceptable system of clinical governance.
- 9.3 In the event of suspected fraud by the pharmacy (whether connected to this service or otherwise), the Commissioner may suspend this agreement pending the outcome of appropriate investigations.
- 9.4 In the event of a dispute relating to this agreement, the Commissioner and the pharmacy will endeavour to resolve the dispute through a local dispute resolution meeting. If the dispute remains unresolved after that meeting, either party may, within one month, refer the dispute to an arbitrator who is mutually acceptable to both parties. The arbitrator's decision will bind both parties.

10. Parties and Signature

10.1. The Commissioner is: NHS England South West
 *Wynford House, Lufton Way, Yeovil, BA22 8HR
 *Email: england.bnsssg-pharmacy@nhs.net
 *Contact name: Sarah Lillington

10.2. The pharmacy is:

Company/pharmacy name:	EXAMPLE COPY FOR REFERENCE ONLY
F code:	
Premises address & postcode:	
<i>Note: unless the Commissioner agrees otherwise, this agreement relates only to the pharmacy premises stated above.</i>	
*Contact name:	
*Telephone number:	
*Email address:	

Signed
for the
pharmacy:

Signed
for the
Commissioner:

EXAMPLE COPY FOR REFERENCE ONLY	Date:
	Date:

* Or such other contact details as the relevant party may notify to the other.

Appendix 1 – Formulary of Specialist Medicines to be held in stock

See separate lists

2015/2016 BNSSSG Enhanced Service for Availability of Specialist Medicines

Appendix 2 - Report on inability to fulfil a prescription

Pharmacy name and address (or pharmacy stamp – please ensure stamp is clear)
Date on which medicine(s) could not be supplied
Name and quantity of medicine(s) which could not be supplied
Reason why the medicines(s) could not be supplied
Date this/these medicine(s) was/were last issued to a patient
Date this/these medicine(s) was/were last ordered into stock
Name of Pharmacy which patient/carer/clinician was signposted to
What steps have been taken to minimise the risk of reoccurrence?

SignedDate.....

Printed nameGPhC no.

Resident Pharmacist / Locum Pharmacist (please delete as applicable)

Please send this form to Sarah Lillington within 7 days of the inability to fulfil a prescription
Fax: 01935 385080 Email: england.bnsssg-pharmacy@nhs.net

