

Locally Enhanced Service Contract 2018-2019 Gluten Free Food Supply for Community Pharmacies

Please note that there will be changes in year to this service specification following a consultation undertaken by the Department of Health & Social Care (DHSC) seeking views on whether or not to make any changes to the availability of gluten free (GF) foods that can be prescribed in primary care.

*Following the consultation, DHSC have announced that the Minister's preferred option is to retain a limited range of gluten-free bread and mix products on prescription. This means that GF foods from the following categories will no longer be available for prescribing **once the changes have been made to the drug tariff**; biscuits, cereals, cooking aids, grains/flours and pasta. The majority of consultation responses were in favour of this. Please see PSNC Website for further details:*

<http://psnc.org.uk/our-news/dhsc-to-restrict-the-availability-of-gluten-free-foods-on-nhs-prescription/>

National Health Service (General Medical Services Contracts)(Prescription of Drugs etc.) Regulations 2004, Schedule 1, will be amended to remove these products from the Drug Tariff. NHS England will notify you when these changes are implemented.

SECTION 1: INTRODUCTION

1.1 PARTIES TO THE CONTRACT

Party 1:

NHS England
Midlands & East (Central Midlands)
Charter House
Parkway
Welwyn Garden City
AL8 6JL

Party 2:

(Insert Pharmacy Details)

ODS Code F

Name:

Address:

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1.2 CONTRACT PERIOD

This Locally Enhanced Service Contract (LESC) takes effect from 1st April 2018 to 31st March 2019.

1.3 NOTICE OF TERMINATION

Either party may terminate this contract by providing three months written notice or by a mutually agreed date confirmed in writing by both parties.

1.4 CONTRACT REVIEW

1.4.1 The NHS England Midlands & East (Central Midlands) and the Pharmacy, in consultation with the Community Pharmacy Professional Lead, will review the content of the contract and the performance against the contract to inform and agree any changes to service requirements

1.4.2 This contract may be amended to reflect updated Department of Health guidance on locally enhanced Primary Care services.

1.4.3 Either party may request reasonable changes to the service requirements at Annual Review Visits.

1.4.4 Both parties must agree any changes to this agreement in writing via a contract variation.

SECTION 2: SERVICE SPECIFICATION

2.1 AIMS OF THE LOCALLY ENHANCED SERVICE

All pharmacies are expected to provide Essential Services and those additional enhanced services that they are contracted to provide to their patients. This Locally Enhanced Service specification outlines the service for the supply of gluten free foods to patients with gluten enteropathy or dermatitis herpetiformis who are referred by a doctor or dietician. The specification is designed to cover the locally enhanced aspects of clinical care of the patient, all of which are beyond the scope of essential services.

2.2 SERVICE TO BE PROVIDED

Service Outline – Please note that for the purpose of this document:

Service Provider = Pharmacist or Qualified Dispenser

This locally enhanced service will fund pharmacies and to supply gluten free foods to patients with confirmed diagnosis of gluten enteropathy or dermatitis herpetiformis to:

- a) Provide gluten free foods under this service only to those patients who have a written referral from either a GP or dietician contracted to CCGs
- b) Provide advice and support on the range and quantities of gluten free foods available under this scheme agreeing a standard monthly order with each patient entirely in line with the Corby CCG or Nene CCG guidelines.
- c) Complete an initial Patient Monthly Order Form with the patient and supply further order forms with each monthly supply.
- d) Provide supplies on a **calendar monthly** basis to each patient ensuring that quantities supplied do not exceed the agreed monthly allowance (see appendix1) i.e. a single order per calendar month.

- e) Discuss with the patient any modification to the monthly order relating to a change in the products required or quantities requested.
- f) Make **calendar monthly** returns to NHS England Midlands & East (Central Midlands) via the online claim service by the agreed date in order to claim reimbursement payments for products supplied.
- g) Retain records of supplies to each patient for audit purposes including patient's signature for receipt of foods.
- h) Refer any patient concerns which cannot easily be dealt with, to the GP or dietician.
- i) Provide the CCG with such information as may be required to monitor the uptake and costs of the service.

Criteria for the supply of gluten free foods are defined below:

- Only those gluten free foods listed in the Drug Tariff and readily available through regular wholesalers will be allowed under the scheme. The CCG will not fund products where carriage / handling charges are greater than the cost of the product supplied. If in doubt you are advised to check with the CCG before purchasing such products. Some gluten free products do not carry delivery charges if ordered direct from the manufacturer. Pharmacies should keep delivery charges to a minimum where possible.
- Quantities of foods allowed will be as stated on the appropriate Gluten Free Foods Patient Guide – maximum number of units per month.
- Patients may select any range of foods listed in the Drug Tariff up to the maximum agreed monthly unitary value however pharmacists are expected to offer advice where required.
- Supply will be limited to one calendar month's supply at a time for all patients (in exceptional circumstances allowances may be made to cover holiday periods as judged appropriate by the supplying pharmacist/dispenser).
- Patients demanding excessive quantities or foods not listed in the Drug Tariff should be referred to the dietician.

2.3 SERVICES TO BE PROVIDED BY THE NENE AND CORBY CCGs PRESCRIBING POLICY AND PHARMACY SERVICE IN SUPPORT OF THIS LOCALLY ENHANCED SERVICE CONTRACT

To support pharmacies to provide a gluten free food supply service, NHS Nene CCG and NHS Corby CCG service will provide the following:

- a) Support to pharmacies with advice if requested.
- b) Specialist advice and support on request, from a dietician or CCG pharmacist, including advice on implementation of quality standards, performance issues, advice and support with "challenging" patients.

SECTION 3: PAYMENT MECHANISM

3.1 The contract type is cost per case.

3.2 Each Pharmacy contracted to provide this service will receive the following level of payment:

£70 per patient per year paid in two instalments.
The first instalment of £35 will be paid at 31st May 2018 with a further payment of £35 by 30th November 2018 based on the patient list for each six month period for each pharmacy.
Reimbursement for gluten free foods supplied under the scheme will be paid in line with the criteria detailed in Section 2 and will include excess charges resulting from delivery of fresh breads. Reimbursement will be at the Chemist and Druggist price current at the date of the claim.

N.B. Funding for gluten free foods will be paid via the NHS Nene CCG and NHS Corby CCG prescribing budgets.

NHS England Midlands & East (Central Midlands) serves the right to query any returns for excessive quantities of foods supplied in any one month or any charges for handling / delivery which exceed the cost of the food product.

SECTION 4: IN YEAR VARIANCES

4.1 The resources set out in Section 3 represent the agreed funding for the agreed services and activity. The only other circumstances where NHS England Midlands & East (Central Midlands) agrees to consider providing further resources for these services and activity are:

4.1.1 Where there is a change to the national tariff in year. This might occur in 'exceptional' circumstances for example, if NICE publish guidance or recommendations that will have a significant and unforeseen impact on the cost of delivering a service.

4.1.2 Where unforeseen circumstances, such as a major structural fault to the pharmacy or infrastructure or a major illness outbreak amongst the staff, lead to an enforced closure to part of the pharmacy facilities.

SECTION 5: PERFORMANCE MANAGEMENT

ACTIVITY FOR SUBMISSION TO NHS England Midlands & East (Central Midlands) as detailed in Section 2.2:

Webstar on-line claims service. Paper claims will not be accepted.

Payments will not be made for claims made more than 4 weeks after the month of the claim.

5.1 SUPPORTING EVIDENCE

Practices will be required to provide an audit trail for a minimum of 2 patients per year to demonstrate implementation of quality standards, including, appropriate supply, patient support etc. Individual patients' supplies under this service will be randomly selected for audit by NHS England Midlands & East (Central Midlands). Recommendations on follow up actions or further audits will be discussed with the pharmacy.

5.2 WHERE TO SUBMIT EVIDENCE

Webstar on-line claim service at: www.servicepact.co.uk

SECTION 6: RISK MANAGEMENT

6.1 The contractor will ensure it has a clear risk management policy for this area of its activities and will report any untoward incidents to NHS England (Central Midlands)

6.2 In the event that there is a dispute between NHS England Midlands & East (Central Midlands) and the provider in connection with any provision of this Enhanced Service, the dispute shall first be discussed between the authorised provider and contact NHS England Midlands & East (Central Midlands) pharmacy contract manager to ascertain the exact nature of the dispute and possible approaches to its resolution.

SECTION 7: TERMS AND CONDITIONS

Pharmacy and participation of this contract is necessary if the pharmacy wishes to supply gluten free foods and receive payment.

7.1 NHS England Midlands & East (Central Midlands) and pharmacy acknowledge the key principles of the NHS and will operate within all NHS standards, guidance, protocols and mandates.

7.2 The signatory for the pharmacy is responsible for ensuring that all claims made to NHS England Midlands & East (Central Midlands) are valid and accurate.

SECTION 8: SIGNATORIES TO THE AGREEMENT

**LOCALLY ENHANCED SERVICE CONTRACT 2018-2019
GLUTEN FREE FOOD SUPPLY**

PARTY 1

SIGNED by

NAME (Print)
Contract Manager,
NHS England Midlands & East (Central Midlands)

PARTY 2

SIGNED by

NAME (Print)

For and on behalf of**Pharmacy**
(Please specify branch)

OCS Code

Date

NHS England Midlands & East (Central Midlands) will **keep a signed copy of this agreement.**

**Locally Enhanced Service Contract 2018-2019
Gluten Free Food Supply**

RECOMMENDED GLUTEN-FREE FOOD ALLOWANCE

Maximum number units per calendar month			
Children		Adults	
Child 1 - 3 years	10 Units	Male 19 - 59 years	18 Units
Child 4 - 6 years	11 Units	Male 60 - 74 years	16 Units
Child 7 - 10 years	13 Units	Male 75 + years	14 Units
Child 11 - 14 years	15 Units	Female 19 - 59 years	14 Units
Child 15 - 18 years	18 Units	Female 60 - 74 years	14 Units
		Female 75 + years	12 Units
		Breastfeeding	Add 4 Units
		3rd trimester pregnancy	Add 1 Unit