



**Community Pharmacy
Palliative Care Drugs Service
(Staffordshire CCGs Area)**

Service Specification April 2021

NHS England and NHS Improvement



Service Specification for NHS Community Pharmacy

Community Pharmacy Palliative Care Drugs Service – Staffordshire CCG Areas

The following service is commissioned by NHSE&I Midlands in accordance with The Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2013 PART 4, Section 14 (I).

1.0 Purpose

The aim of the service is to provide easy access to Palliative Care Drugs by ensuring that there is on-demand supply of palliative care drugs available from a network of community pharmacies spread geographically across Staffordshire in order to provide palliative care patients with good symptom control and ensure that their symptom control is maintained.

Palliative care is defined by the World Health Organization (WHO) as 'an approach that improves the quality of life of patients and their families facing the problems associated with life threatening illness, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems; physical, psychosocial and spiritual'.

The condition of those reaching the end of life can change rapidly, thereby requiring an urgent response. The Department of Health End of Life Care Strategy (2008) found that one of the major challenges in relation to the delivery of high quality end of life care in the community includes difficulty in accessing palliative care drugs outside routine working hours. Adequate and timely provision of services and drugs is vitally important in the provision of high quality care at the end of life. Improvements can be made in a number of ways, such as by increasing access to drugs and drugs advice through effective commissioning of community pharmacy services.

This service will require the pharmacy to maintain the required stock of palliative care drugs in line with the agreed list of palliative care drugs, Appendix 2.

Where requested, the pharmacist will provide advice to the health care professional regarding the prescribing or dosage of palliative care drugs that should be administered to a patient. The pharmacist will provide information and advice relating to the use of palliative care drugs to patients and carers.

This service will be commissioned, under the Directions, as an Enhanced pharmaceutical service.

2.0 Period

This agreement is for the period from 01st April 2021 until 31st March 2022.

3.0 Termination

Any pharmacy that has signed this Service Level Agreement and is participating in the scheme may terminate the agreement by giving written notice of their intention at least 28 days before cessation. No reason needs to be given for termination of the agreement.

NHSE&I Midlands may terminate the scheme by giving written notice to all participating pharmacies and relevant Local Pharmaceutical Committees. A minimum of 28 days written notice will be provided.

If for whatever reason, the pharmacy does not fulfil its obligation to provide all Essential Services under the Pharmacy Contractual Framework, the pharmacy will become ineligible to provide this Enhanced Service and the Service Level Agreement would be terminated with immediate effect.

NHSE&I Midlands has a responsibility to ensure that all participating pharmacies deliver the scheme in accordance with the Service Level Agreement. If it is found that a Contractor fails to meet any of the obligations of this agreement, they will be notified in writing of the nature of the breach. Where the breach is not remedied within appropriate time-frames or NHSE&I Midlands deems it is not capable of remedy, NHSE&I Midlands will be entitled to terminate this agreement with immediate effect.

4.0 Obligations

The pharmacy will provide the service in accordance with the specification (Appendix 1).

NHSE&I Midlands will manage the service in accordance with the specification (Appendix 1).

5.0 Payments

NHSE&I Midlands will pay the following:

A retainer fee of £100 will be paid at the start of the contract and annually thereafter.

Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become date expired, provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed. Payment will be made on the original purchase price of the stock, so a copy of the original purchase invoice should be retained for audit purposes.

Claims for the annual retainer and date expired stock are made via the relevant module within PharmOutcomes.

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 10.

6.0 Standards

The service will be provided in accordance with the standards detailed in the specification (Appendix 1).

7.0 Complaints and incident reporting

Pharmacies will be expected to follow standard operating procedures for complaints that are in accordance with NHS policy.

Any significant incidents or issues that arise during provision of the scheme should be recorded as part of the pharmacy's clinical governance procedures, and notified to the Primary Care Team of NHSE&I Midlands – england.pharmacy-westmidlands@nhs.net

8.0 Dispute resolution

In the event that a Contractor disputes the decision by NHSE&I Midlands to terminate the agreement on the grounds that the terms of the agreement have not been met and/or remedied within an appropriate time-frame, the Contractor shall make this known in writing without delay.

Upon receipt, local dispute resolution procedures will be followed in accordance with the Pharmaceutical Regulations 2013.

9.0 Patient Confidentiality, Data Protection, Freedom of Information and Transparency

The Parties acknowledge their respective obligations arising under the Freedom of Information Act 2000, Data Protection Act 2018, the Human Rights Act 1998, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations. The Contractor must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the NHS Data Protection and Security Toolkit (or any successor framework). Any changes to legislation that arise out of the General Data Protection Regulations (GDPR) will become applicable to this contract upon the date of enforcement.

10.0 Indemnity

The Contractor shall maintain adequate insurance for public liability and professional indemnity against any claims which may arise out of the terms and conditions of this agreement.

Any litigation resulting from an accident or negligence on behalf of the Contractor is the responsibility of the Contractor who will meet the costs and any claims for compensation, at no cost to NHSE&I Midlands.

11.0 Equity of Access, Equality and Non-Discrimination

The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law (Equality Act 2010).

The Contractor must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments).

12.0 Governing Law and Jurisdiction

This Contract will be considered as a Contract made in England and will be subject to the laws of England. Subject to the provisions of Section 7 (Dispute Resolution), the Parties agree that the courts

of England have exclusive jurisdiction to hear and settle any action, suit, proceedings, or dispute in connection with this Contract (whether contractual or non-contractual in nature)

13.0 Completion of Signed Agreement

In order to participate in the scheme, each contractor must complete the signed agreement (Appendix 3), and return to NHSE&I Midlands as indicated. Once received, the pharmacy will be accredited for the Palliative Care Drug Service module on PharmOutcomes, and delivery of the service can commence.

FOR BRANCHES OF MULTIPLE PHARMACY GROUPS, THIS AGREEMENT SHOULD BE COMPLETED BY AN AUTHORISED PERSON(S) AT HEAD OFFICE AND A COPY SENT TO EACH PARTICIPATING BRANCH FOR THEIR INFORMATION.

Appendix 1

Service Specification – Community Pharmacy Palliative Care Drugs Service

1.0 Service description

1.1 The pharmacy shall maintain the required stock (range and quantity) of palliative care drugs against an agreed list of palliative care drugs (Appendix 2), which will be reviewed annually.

1.2 The pharmacy shall dispense the items from the palliative care stock in response to NHS prescriptions presented to the pharmacy in line with the dispensing service of the NHS Community Pharmacy Contractual Framework.

1.3 The pharmacist shall provide information and advice relating to the use of palliative care drug to patients and carers where appropriate and palliative care drug information on request from health care professionals involved in the service.

2.0 Aims and intended service outcomes

The aim of the service is to provide easy access to palliative care drugs by ensuring that there is on-demand supply of palliative care drugs from a network of community pharmacies spread geographically across Staffordshire.

3.0 Service outline

The pharmacist will:

3.1 Ensure that as many pharmacists as possible, including locum pharmacists, employed to work in the pharmacy are aware of the service.

3.2 In circumstances where the pharmacy is unable to supply the item(s) on demand, they will direct/signpost the patient, carer or health professional to the nearest pharmacy provider of the palliative care drugs stockist scheme, checking first that they have the supply in stock.

3.3 If there are stock availability issues with any of the medication listed in Appendix 2, the pharmacist will resolve the matter with the prescriber and will complete the PharmOutcomes template raising awareness of the current issue, so that any out of stock / manufacturing problems can then be discussed with the commissioner and other relevant parties.

3.4 The pharmacy contractor shall ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local procedures and guidelines. The pharmacy contractor shall also ensure that documentation relating to the service, local procedures and guidelines issued by the commissioner are easily accessible in the pharmacy.

4.0 Training and Premises Requirements

The pharmacy contractor has a duty to ensure that pharmacists involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.

5.0 Service availability

This service will be available during the full opening hours of the community pharmacy.

6.0 Quality Standards

6.1 The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.

6.2 The pharmacy can demonstrate that pharmacists involved in the provision of the service have undertaken continuing professional development (CPD) relevant to this service.

6.3 The pharmacy participates in any NHSE&I Midlands led audit of service provision.

6.4 The pharmacy co-operates with any NHSE&I Midlands led assessment of service user experience.

7.0 Claiming payment

The pharmacy contractor will be paid according to the following schedule:

A retainer fee of £100 will be paid at the start of the contract and annually thereafter.

Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become date expired provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed. Payment will be made on the original purchase price of the stock, so a copy of the original purchase invoice should be retained for audit purposes.

Claims for the annual retainer and date expired stock are claimed using the online PharmOutcomes system.

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 10.

Appendix 2

List of drugs to be kept for the Community Pharmacy Palliative Care Drugs Service

Medicine	Strength	Quantity
Diamorphine ampoules	5mg	10 ampoules
Morphine Sulphate amps	10mg/ml	10 ampoules
Morphine Sulphate amps	30mg/ml	10 ampoules
Alfentanil	500mcg/ml	10 ampoules
Oxycodone ampoules	10mg/1ml	10 ampoules
Hyoscine Butylbromide amps	20mg/ml	20 ampoules
Cyclizine ampoules	50mg/1ml	10 ampoules
Levomepromazine	25mg/1ml	10 ampoules
Haloperidol ampoules	5mg/ml	10 ampoules
Midazolam ampoules	10mg/2ml	10 ampoules
Water for Injection		20x5ml ampoules

Appendix 3

**COMMUNITY PHARMACY PALLIATIVE CARE DRUGS SERVICE –
(STAFFORDSHIRE CCGs AREA)**

SIGNED AGREEMENT

****FOR BRANCHES OF MULTIPLE PHARMACY GROUPS, THIS AGREEMENT SHOULD BE COMPLETED BY AN AUTHORISED PERSON(S) AT HEAD OFFICE**

On behalf of (Pharmacy Name and Address)

.....
.....

Contractor Code (F Code).....

I have read and understood the terms in this service specification and agree to provide the standard of service specified.

Signature.....

Print name.....

Designation.....

Date.....

*If signing on behalf of several branches, please attach the list of branches to this form to confirm their participation in the service.

On behalf of NHSE&I Midlands, I commission the above pharmacy to provide the service detailed in this service specification for the Community Pharmacy Palliative Care Drugs Service

Signature (on behalf of NHSE&I Midlands) : 

Print name : Rebecca Woods

Designation: Head of Primary Care – NHSE&I Midlands

Date: 31st March 2021

Please return a signed copy of this form by email to england.pharmacywestmidlands@nhs.net