

Version 4

April 2023



A SERVICE LEVEL AGREEMENT FOR ADDITIONAL PHARMACEUTICAL CARE SERVICES

TO DELIVER:

PALLIATIVE CARE

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Link to CPDT Website:

[NHS Community Pharmacy Website \(scot.nhs.uk\)](https://www.scot.nhs.uk)

PREAMBLE

This Agreement ("**the Agreement**") is between NHS Greater Glasgow & Clyde, being a Health Board constituted pursuant to The National Health Service (Scotland) Act 1978 (as amended) (the "**Act**") and having its headquarters at JB Russell House, Gartnavel Royal Hospital, 1055 Great Western Rd, Glasgow G12 0XH (the "**Board**") and the Pharmacy Contractor named in the submitted Agreement Form (**Appendix 1**) ("**the Pharmacy Contractor**") (each being a "**Party**" and being collectively referred to as "**the Parties**").

1. SERVICE DETAILS, COMMENCEMENT AND DURATION

1.1	The Board has agreed the participation of the Pharmacy Contractor to undertake a package of pharmaceutical care, negotiated under section 23 a (iii) Part 1 of the Scottish Drug Tariff i.e. Pharmacy Contractors may enter into a contract with their local NHS Board in respect to provision of an additional remunerated service.
1.2	This Agreement shall commence on Saturday 1st April 2023 (or shall be deemed to have commenced on) (" the Commencement Date ") and shall (subject to the other provisions of this Agreement) continue until Monday 31st March 2025 (" Expiry Date ") unless terminated in writing by either Party in accordance with clause 11.1.

SERVICE SPECIFICATION

2. INTRODUCTION

2.1	This Service Level Agreement (SLA) acts as a contract between NHS GGC and the Contractor and commits the Contractor to provide the services as defined. The SLA must be read in conjunction with the Appendices provided. Services will be provided within the legal and ethical framework of pharmacy as a whole.
2.2	The introduction of this SLA for the provision of pharmaceutical care to patients provides a contractual and governance framework for NHS GGC and their community pharmacy partners to ensure that patients in primary care are able to access palliative care medicines in a timely fashion.

3. BACKGROUND TO SERVICE

3.1	This service was set up in 1999 as a result of various issues being reported for patients trying to access palliative care medicines in the community, especially those required for subcutaneous use. Stock not being available to dispense immediately meant that patients were spending time without adequate symptom control and this was often at end-of-life when time is of the essence. As a result, the Health Board set up a network of community pharmacies who keep in stock at
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	all times (subject to shortages) an agreed stocklist of palliative care medicines, including many of the injectables which are used for subcutaneous use.
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4. SERVICE AIMS

4.1	To ensure that patients requiring medication for palliative care and their carers have reasonable access to supplies of appropriate medicines at all times, and that suitable advice is available on their use.
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5. ROLES AND RESPONSIBILITIES

5.1	<u>Responsibilities of Participating Contractor</u>
5.1.1	<u>Each Contractor must:</u>
5.1.2	Take full responsibility for ensuring compliance with all aspects of the SLA.
5.1.3	Nominate a Key Pharmacist (usually the Responsible Pharmacist) and technician/dispenser who will have accountability for provision of the service on a day to day basis from that pharmacy. For pharmacies open over extended hours and particularly on a Sunday, the Contractor must also ensure that the Locum/Relief manager and technician/dispenser on duty at these times has a full understanding of the SLA to be competent to maintain continuity of service.
5.1.4	To maintain continuity of service, ensure the Standard Operating Procedure (SOP) in place governing the Palliative Care service fully covers the main principles of the provision specific to the service standards operating within the pharmacy and that all involved in providing the service are fully conversant with the content of the SOP.
5.1.5	Maintain stock of agreed list of drugs (refer to the current list in the Palliative Care folder) and nominate a technician/dispenser with responsibility to ensure that sufficient quantities of all stock list medicines are available at all times. A quarterly expiry date check must be carried out as a minimum requirement.
5.1.6	Have adequate arrangements in place to provide supplies of drugs from the agreed list outwith normal working hours if requested and be able to do so at the time.
5.1.7	In all normal circumstances, community pharmacies participating in the Palliative Care Network will be required to provide details of a nominated pharmacist(s) to maintain the service outwith normal opening hours, along with current telephone details for each individual named. In the unlikely event that an individual pharmacy cannot meet this element of the SLA (due to physical restriction i.e. premises located within a health or shopping centre, or inability to support the out of hours element) they can utilise the "opt-out" option when indicating their agreement.
5.1.8	The Board would only expect the "opt-out" option to be used in exceptional circumstances where out of hours provision could absolutely not be supported.

5.1.9	NHS GGC may suspend the SLA during periods where a nominated pharmacist leaves the pharmacy and no replacement is appointed.
5.1.10	Inform the Macmillan Lead Pharmacist for Palliative Care as soon as any impending changes to personnel involved in the Service can be confirmed and no later than two weeks after the change has taken place . Changes to out-of-hours contact details must be communicated to the Community Pharmacy Development Team (CPDT) as soon as these are known.
5.1.11	An electronic copy of the SLA will be forwarded to the Participating Contractor each time the service is reviewed and agreed with Community Pharmacy GGC (CP GGC). The Participating Contractor (or nominated representative) will formally sign a copy of the SLA as a record of acceptance of the terms and conditions of the SLA for the provision of this additional service. The signed copy requires to be returned to CPDT at: Pharmacy Services, Clarkston Court, 56 Busby Road, Glasgow, G76 7AT (or e-mail ggc.cpdevteam@nhs.scot) by the date specified to ensure that all relevant payments can be made.
5.2	<u>Responsibilities of Key Pharmacist:</u>
5.2.1	The Key Pharmacist must:
5.2.2	Maintain their competency to practice in this speciality by successfully completing all specified training requirements especially the mandatory element of this Agreement (Para 6.4). Failure to attend an annual update day in any fiscal year will result in the loss of the final quarterly professional fee paid in March. Failure to attend update training in subsequent years will be monitored and may result in the pharmacy being removed from the Network.
5.2.3	Ensure that all pharmacy staff deployed when the pharmacy is open are fully conversant with the principles of the Service and their designated roles and specific responsibilities in providing the service when a request is presented (Para 6.5). Display the flowchart (copy in Palliative Care Resource folder) of how to respond within the pharmacy.
5.2.4	Ensure that the support and reference materials provided for information, remain current (Para 6.6), are retained in the pharmacy and are readily available to all pharmacy staff, particularly locum pharmacists and dispensing staff. Contractors may be asked to meet the costs of replacing lost reference materials. Where replacement costs are incurred these will be deducted from payments due to that pharmacy.
5.2.5	Ensure the content of the Resource Folder is always relevant and kept up to date by actioning all updates and amendments issued by the CPDT.
5.2.6	Ensure that the urgency of supply of palliative care drugs is confirmed when the script is presented and that these are provided rapidly and efficiently according to patient, carer and clinical need on an individual basis utilising the collection and delivery of prescriptions facility under the agreed courier protocol if need identified.
5.2.7	Ensure every effort is made to obtain a supply of a drug should a drug on the agreed list not be available for any reason. The Key Pharmacist will take responsibility to source supply from elsewhere e.g. another Network pharmacy or a hospital pharmacy department and contact the prescriber for an alternative prescription

	should these efforts be unsuccessful. One of the specialist palliative care pharmacists can be contacted for advice/help.
5.2.8	Ensure that appropriate advice on the optimal use of these drugs, tailored to the patient's circumstances is provided as routine.
5.2.9	Claim for replacing expired stock by completing the relevant claim contained in the Local Pharmacy Payment Workbook. A supporting invoice must be provided.
5.2.10	Ensure that a Medication Incident report (utilising either the CPDT version here or their own corporate version) is completed for all medication incidents involving palliative care medicines, whether prescribing or dispensing, and promptly reported to the Macmillan Lead Pharmacist for Palliative Care in order to complete a Datix report; anonymised details of the incident to be disseminated across the Network to raise awareness and minimise the risk of reoccurrence. A Significant Event Analysis (SEA) may have to be completed in certain circumstances. Incidents involving controlled drugs must also be reported to the Accountable Officer Team. Participants are also encouraged to share independent reports of good practice which should be sent to Macmillan Lead Pharmacist for Palliative Care for dissemination.
5.3	<u>Responsibilities of the Palliative Care Specialist Pharmacists:</u>
5.3.1	<u>The Palliative Care Specialist Pharmacist must:</u>
5.3.2	Carry out initial training for all pharmacists new to the Network.
5.3.3	Provide at least one update training day per annum for at least one pharmacist from each Contractor participating in the service.
5.3.4	Provide support material for each site and update this on a regular basis (Para 6.6).
5.3.5	Provide advice and practical support to Participating Contractors during normal working hours (08:45-17:00 Mon-Fri excluding public holidays).
5.3.6	Liaise between users and providers and other agencies such as Acute Hospital Pharmacy Departments, Hospices, Home Care Services, District Nurses and other Community Pharmacies.
5.3.7	Advise the Lead Pharmacist, Community Care of any necessary changes to the Service.
5.4	<u>Responsibilities of NHS GGC Out of Hours Service (OOH) and CPDT</u>
5.4.1	When a palliative care medicine is urgently required out of hours, and no community pharmacy in the relevant area stocking the medicine is open, the NHS GGC OOH service is responsible for establishing the most appropriate route of supply in the circumstances:
5.4.2	<ul style="list-style-type: none"> ○ if the medicine is available from the OOH service; or ○ if necessary, calling out a community pharmacist; or ○ Arranging for an alternative medicine to be prescribed and supplied.

5.4.3	OOH staff are instructed never to give the contact details of call-out pharmacists to any caller and have responsibility for ensuring these details remain confidential.
5.4.4	The process for supply of medicines OOH is further detailed in Appendix 2 .
5.4.5	CPDT will forward monthly reports to the OOH service of Network pharmacist's home/mobile telephone numbers, recorded on the Pharmaceutical List database.
5.4.6	To maintain accuracy of the Pharmaceutical List contact details, CPDT will check details with Contractors every six months (i.e. March & September).
5.5	GDPR
5.5.1	All parties will maintain patient confidentiality and comply will all relevant GDPR regulations.

6. TRAINING

6.1	All Key Pharmacists involved in the Service must complete the following training:
6.2	<p>Initially:</p> <ul style="list-style-type: none"> • Attendance at Induction Day organised by Macmillan Lead Pharmacist for Palliative Care; • Textbooks provided to Network pharmacies e.g. 'The Syringe Driver'; • NES distance learning pack "The Pharmacist in Palliative Care".
6.3	<p>Each Year:</p> <ul style="list-style-type: none"> • Induction Day; • Update Training Day(s) – at least one pharmacist per pharmacy must attend one day per annum; • New/updated information for the "Palliative Care Resource Folder"; • Any other relevant training identified-articles, training days, new produce information.
6.4	Attendance at training events is a mandatory requirement for Palliative Care Network Pharmacists;
	Pharmacists who can't attend must endeavour to send a replacement – <u>Otherwise the year's final quarterly professional fee (paid in March) will be lost</u> and continued participation in the Network may be at risk. Any issues regarding attendance at a specific event should be discussed with the Macmillan Lead Pharmacist for Palliative Care, before the event;
	Other pharmacists, locums, relief managers, pre-registration pharmacists and technicians/dispensers regularly working in a Network pharmacy are welcome at training days, places permitting. For contractors providing services on a

	Sunday, it is essential that regular locums and relief managers also undertake the annual training.
6.5	<p>All staff should:</p> <ul style="list-style-type: none"> • Know what the aims of the Service are. • Know where to access support materials. • Read and understand the content of the support material. • Know how to respond when presented with a request for or advice about these drugs. • Recognise how the support materials present a Continued Professional Development (CPD) opportunity for both pharmacists and technicians. • Know when to contact the SPT for advice e.g. to report an Adverse Drug Reaction. • Know when and how to feedback missed doses to SPT or if having any issues sourcing stock.
6.6	<p>Support Materials</p> <p>The support materials include:</p> <ol style="list-style-type: none"> 1. 'The Syringe Driver' textbook (4th edition) 2. 'The NEWT Guidelines' textbook (3rd or 4th edition) 3. Purple 'Palliative Care Resource' folder for community pharmacies 4. NHS Scotland Palliative Care Guidelines (www.palliativecareguidelines.scot.nhs.uk). A5 booklets are available from the Macmillan Lead Pharmacist. 5. CPDT Website – NHS Community Pharmacy Website (scot.nhs.uk) 6. Voluntary participation in network WhatsApp group if wanted (contact Macmillan Lead Pharmacist to join up)

7. MONITORING AND EVALUATION

7.1	Information collected from the payment system will be used for the purposes of payment verification, audit and service improvement. By signing to participate in the service, contractors agree to this use.
7.2	Where Contractors are asked to undertake an audit exercise, reasonable notice will be provided prior to the audit commencing.

8. PAYMENT ARRANGEMENTS

8.1	<u>Payments for Service Participation/Delivery</u>
	Payment will be made for the following items:

8.1.1	Initial Stock Purchase/changes to stocklist
8.1.2	This is a 'one-off' payment made when a Contractor enters the service or when the agreed drug stocklist is amended. Any requests for changes to the stocklist should be actioned as quickly as possible. Payment will be made by completing the relevant claim contained in the Local Pharmacy Payment Workbook. A supporting invoice must be provided.
8.1.3	Replacement of expired stock
8.1.4	Claims for such items can be made by completing the relevant claim contained in the Local Pharmacy Payment Workbook. A supporting invoice must be provided.
8.1.5	Annual Professional Fee
8.1.6	This covers all the services detailed. Payment will be made quarterly in arrears by CPDT (i.e. June, September, December and March). The fee for the duration of this SLA will be £840.56 per annum.
8.1.7	Locum and technician Fees
8.1.8	Locum fees will be paid to cover training (initial and update) by completing the relevant claim contained in the Local Pharmacy Payment Workbook. A supporting invoice must be provided. Where a fee in excess of the current agreed amount is claimed (currently £184.37), an invoice from the locum detailing the fee incurred must support this claim. All claims to be forwarded to CPDT.
8.1.9	A fee of £50 will be paid for pharmacy support staff attending training by completing the relevant claim contained in the Local Pharmacy Payment Workbook. Pre-registration pharmacists are encouraged to participate in training courses but will not be reimbursed for their attendance or costs incurred.
8.1.10	Call out fee for urgent prescription
8.1.11	A call out fee for an urgent prescription will be paid by completing the relevant claim contained in the Local Pharmacy Payment Workbook supported by a photocopy of the prescription correctly endorsed with date and time. This fee is agreed annually with CP GGC. From 1st April 2023 fee is £172.00 per episode.
8.1.12	Fees for dispensing must be claimed in the normal way through Practitioner Services Division (PSD).
8.1.13	Additional ad hoc Christmas/New Year stock purchases
8.1.14	On an annual basis, instructions will be sent to those Contractors who intend to provide services over the Christmas and New Year public holidays as to whether increased stocks of named items are required.
8.1.15	Miscellaneous expenses
	Reimbursement for costs incurred in obtaining miscellaneous items, e.g. additional Controlled Drug (CD) cabinets, must be discussed and agreed with the Macmillan Lead Pharmacist for Palliative Care before any order is placed.

8.1.16	The Fees set out in Paras 9.1.1 – 9.1.15 are exclusive of any applicable Value Added Tax. Value Added Tax will be charged at the prevailing rate and is payable by NHS GGC following the receipt of a VAT invoice.
8.2	<u>Overpayments/Recoveries</u>
8.2.1	If an over/inappropriate payment is identified, the CPDT will make arrangements to process a recovery. The payment recovered will not exceed the amount of the over/inappropriate payment. No additional/further financial sanction will be applied. The Contractor will be advised of the intention to recover monies before the recovery is made.
8.2.2	Any recovery will be made via the Regional Payments process and will be visible both via the PAY001 produced by Practitioner Services Division (PSD) and the local remittance produced by the CPDT.
8.3	<u>General Business Costs</u>
8.3.1	General business costs such as insurance, servicing finance, banking charges, business administration, payment tracking etc. are reflected in national arrangements for community pharmaceutical services and as such do not form part of local arrangements/ service level agreements. It is anticipated that the products prescribed and supplied via community pharmacy under this SLA will be available from major wholesalers / through existing account arrangements and will require no, or minimal additional workload, around account set up, payment tracking, administration etc. However, where such non-pharmaceutical care related impacts are significant and are envisaged, or occurring, local discussions on such impacts may need to take place.
8.4	<u>Risk</u>
8.4.1	Contractors will remain accountable for delivery of their professional responsibilities and standards e.g. incorrect ordering of a medicine would fall beneath the threshold at which a Board / prescriber would be expected to take financial responsibility, although Boards should where possible attempt to utilise such medication for alternative patients.
8.5	<u>Service Financial Management</u>
8.5.1	The CPDT will undertake post-payment verification checks in line with the process established and agreed via National Services Scotland. Contractors participating in the service should support this exercise by providing information if requested.

9. NOTIFICATION OF PARTICIPATION

9.1	Contractors should indicate their willingness to participate in the service by submitting a signed copy of the Agreement Form (Appendix 1) using the submission details contained on the form. Forms should be submitted via e-mail ggc.cpdevteam@nhs.scot .
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10. TERMINATION

10.1	Should either party require to terminate this arrangement, they will only do so after three months notice has been provided, in writing.
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11. INTERPRETATION AND APPLICATION

"the Act"	Means the National Health Service (Scotland) Act 1978 (as amended)
"Board"	Means a Health Board within the meaning of section 2(1)(a) of the Act
"Pharmacy Contractor"	Means a person/partnership or body corporate whose name is included on a Board's Provisional Pharmaceutical List or Pharmaceutical List for the purposes of dispensing medicines and supplying drugs and appliances
"Commencement Date"	Means the date on which the service will begin and the date on which claims for payment will be deemed to be appropriate
"Extended Hours"	Means pharmacies open after 6.00pm on weekdays (at least one in the week), after 1.00pm on Saturday or any time on Sunday
"Expiry Date"	Means the date on which the service will end or the date by which the Service Level Agreement will be reviewed and renewed
"GDPR Regulations"	Means the EU general Data Protection Regulation 2016/679 as retained by UK law under the European Union (withdrawal) Act 2018.
"Key Pharmacist"	Pharmacist nominated by the Contractor having accountability for the provision of the service.
"NHS Funded Services"	Means pharmaceutical services provided by a person on a Board's pharmaceutical or provisional pharmaceutical list
"Parties"	Has the meaning assigned to it in the Preamble to this Service Level Agreement
"properly completed"	Means the form must contain: contractor code, authorised signature, date of signing and completion of any other information deemed necessary.
"reasonable notice"	Means in all normal circumstances no less than 21 calendar days.
"the Regulations"	Means the National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009 as amended

12. LIST OF APPENDICES

Appendix 1	Agreement Form
Appendix 2	Arrangements for Drugs Required OOH

Signed on behalf of NHS Greater Glasgow & Clyde:



Contracts Manager

Community Pharmacy Development

13. VERSION CONTROL

Version	4. Original SLA
Name/Department of Originator/author:	Community Pharmacy Development Team
Name/Title of responsible Committee/individual:	Elayne Harris/Alan Harrison
Date issued:	24 th April 2023
Review date:	March 2025
Target audience:	NHSGG&C Community Pharmacy

Version	Date	Control Reason
3.	March 2021	Included opt-out clause for 24 EDS Call-out fee increased to £172.00 from £111.30
2.	Apr 2018	Annual Review
1.	Apr 2017	Annual Review

SLA Acceptance:

APPENDIX 1

Community Pharmacy Stamp or Address:

Contractor Code:

Please insert name and telephone contact details for OOH:

Name of Pharmacist	Telephone Number

After careful consideration, I wish to opt-out of participation in the Board's 24hour Emergency Dispensing Service, either due to restriction in access to the premises, or inability to support the out of hours provision (see Paras 5.1.7 and 5.1.8)

Opt-out (please tick only after careful consideration):

Please complete and return this form to:

Community Pharmacy Development Team
Clarkston Court, 56 Busby Road, Glasgow
G76 7AT
E-mail to: ggc.cpdevteam@nhs.scot

Agreement to Provide:

Supply and pharmaceutical care as defined in the SLA – Additional Pharmaceutical Services – Palliative Care between 1st April 2023 and 31st March 2025.

Contractor/Representative Name: (Please print)

Signature:

Date:

Counter Fraud 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 to prosecution and civil recovery proceedings. I agree to co-operate fully with all payment verification procedures. I agree that any overpayments identified through the post payment verification procedure may be recovered at a future date by National Services Scotland for NHSGGC.

NHS GGC may occasionally share information provided with other relevant parties for the purposes of payment verification, the prevention, detection and investigation of crime and future service development.

Please sign this document and retain for your own records. Please submit a copy as above.

This document should be signed at the commencement of the service. NHS GGC reserves the right to cancel this SLA and withdraw this service following a 3 month period of notice. Contractors agreeing to provide the service may cease provision following a three month notice period.

NHS GGC Out-Of-Hours (OOH) Service procedure

Calls for Palliative Care Medicines Required in an Emergency for Patients at Home

Drugs used in palliative care are often required urgently and pharmacists will make every effort to supply these without undue delay. Whilst all pharmacies have a responsibility to support palliative care patients, to minimise the risk of some patients or their carers experiencing difficulty in obtaining certain medicines at short notice, a network of nominated pharmacies, with an interest in palliative care has been established across the Board's area. The majority of requests for palliative care medicines arise during normal trading hours when most pharmacies are open. If the medicine cannot be supplied within a reasonable timeframe from the patient's normal pharmacy then they or the carer will be referred to one of these network sites by their usual pharmacy where it is anticipated that the item can be supplied from stock rather than be ordered in specially. It is recognised that a small number of incidents can occur at times when pharmacies are closed. Pharmacists involved in the network and the voluntary OOH facility will have provided personal contact details to support access to care even when the pharmacy is closed on the understanding that their names and home contact numbers are treated as confidential and will not be released to a patient or carer inadvertently.

When the OOH Team Leader is called for this reason they should:

1. Note the following details:
 - Who is calling?
 - Are they the patient, doctor, nurse or carer?
 - What do they require?
 - Where are they?
 - A contact telephone number?
 - Do they have transport? (As part of the service it will be possible for prescriptions to be picked up and medicines delivered. Callers should be reassured that transport should not be a problem).
2. Check the agreed list of medicines to make sure that the pharmacy will have supplies.
3. Check the opening times of the pharmacies on the Pharmaceutical List. Some of the pharmacies are open for extended hours.
4. If any pharmacies are open, phone the one nearest the patient's location and pass on the details of the call. The pharmacist will make arrangements directly with the caller.
5. If none of the pharmacies are open, phone the Pharmacist's contact number on the 24hr Emergency Dispensing list, starting in the location nearest to where the patient is and working down the list until contact is made. Pass on the details of the call. The Pharmacist will make arrangements with the caller directly. The Pharmacist may call you back to verify the call out. **On no account should pharmacists' contact numbers be handed out to callers themselves.**
6. If there are problems obtaining the required medicine, refer to medical staff in the OOH service – it may be possible to have a different medicine prescribed and supplied.