A FRAMEWORK SERVICE LEVEL
AGREEMENT FOR LOCALLY
ENHANCED PHARMACEUTICAL
CARE SERVICES FOR PATIENTS
RECEIVING DISCHARGE
MEDICINES FOLLOWING HOSPITAL
DISCHARGE

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This Agreement ("the Agreement") is between NHS Greater Glasgow and Clyde, being a Health Board constituted pursuant to The National Health Service (Scotland) Act 1978 (as amended) (the "Act") and having its headquarters at J B Russell House, Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow G12 0XH (the "Board") and the Contractor named in the submitted Participation 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 selected the Pharmacy Contractor as a supplier for the provision of the Medicines at Discharge Service in Glasgow and Clyde, 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 additional remunerated service.
- 1.2. This Agreement shall commence on (or shall be deemed to have commenced on) 1<sup>st</sup> March 2024 ("the Commencement Date") and shall (subject to the other provisions of this Agreement) continue until 31<sup>st</sup> March 2026 ("the Expiry Date") unless terminated in writing by either Party in accordance with Clause 12.

# SERVICE SPECIFICATION

### 1 Introduction

- 1.1 This framework provides an umbrella Service Level Agreement (SLA) and acts as a contract between NHS Board and the Pharmacy Contractor and commits the Contractor to provide the services as defined, which must be read in conjunction with this SLA. Services will be provided within the legal and ethical framework of pharmacy as a whole.
- 1.2 The introduction of this service specification for medicines prescribed by secondary care will provide a contractual and governance framework for Boards and their community pharmacy partners to supply medicines traditionally supplied via the hospital dispensary or homecare with enhanced pharmaceutical care provision where needed.

## 2 Background to service

- 2.1 The investment made by the NHS in medicines is for the explicit purpose of delivering health gain to the population. For this investment to bring the best possible outcomes for the people who are prescribed these medicines, pharmaceutical care of the correct quality has to be delivered reliably, safely, effectively and efficiently. The 2011 Regulations to the National Health Service (Pharmaceutical Services) (Scotland) Act Regulations 2009, places a duty on Boards to secure adequate pharmaceutical care services for the patients within their boundaries. Where medicines are prescribed by secondary care services, it may be appropriate for the specified pharmaceutical care to be provided by community pharmacy or homecare. The placement of community pharmacies and their integration within the local healthcare system may mean that they are the preferred route of service provision.
- 2.2 Pharmaceutical Care Services, provided by community pharmacy, for patients receiving medicines initiated by secondary care has a number of advantages over traditional homecare services:
  - Service provision is more likely to be fully integrated with other local services delivered within the local healthcare system.
  - Access by vulnerable populations is facilitated, including those with less stable lifestyles and the homeless.
  - Effective communication is promoted between community pharmacy, general practice and the secondary care service.
  - Ensuring that patients' medicines are provided within the context of other medicines prescribed in primary care and the pharmaceutical care needs of the patient.

- Supports the validity and reliability of the community pharmacy held pharmaceutical care record.
- Enables assessment of patients' needs for compliance support and delivery of enhanced support where required as part of the patients' clinical management plan.

#### 3 Service aims

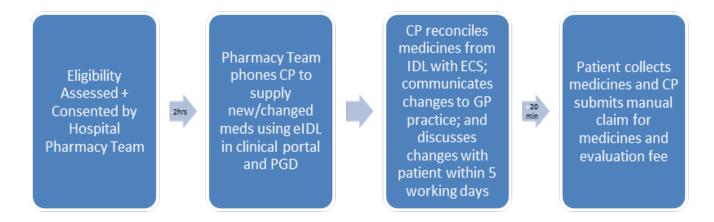
- 3.1 The central aim of the service is to provide patients with immediate access on discharge to medicines prescribed whilst an inpatient in hospital along with any associated pharmaceutical care support deemed appropriate by the NHS Board from a local community pharmacy contracted to provide NHS services on behalf of the NHS Board.
- 3.2 The supplementary aims include:
  - 1 Ensuring that suitable education materials are provided or signposted.
  - 2 Providing Community Pharmacists with links to appropriate support within the hospital service to access advice or resolve care issues.
  - Ensuring that medicines supplied in this way are sourced and supplied effectively and efficiently for the NHS i.e. to protect any primary care rebate that is in place.

## 4 Service outline and standard (see Diagram 1)

- 4.1 The community pharmacy will identify which new and/or changed medicines are required as follows (as per training):
  - The hospital team will confirm the patient's nominated community pharmacy is taking part in the service, that any medicines required are suitable to supply via this service (e.g. not controlled drugs) and that the patient consents to the service pathway.
  - The Pharmacy Contractor will have the patient's regular PMR record and will compare this to the discharge letter to identify which medicines are new/changed. This could be further verified by checking with the patient's Emergency Care Summary if required. The Pharmacy Contractor will also have a contact at the discharging hospital if any further/final clarification is required.
- 4.2 Supply will be made using a GGC approved PGD.
- 4.3 Any item available via the <u>National Unscheduled Care PGD</u> will be included (ACBS Advisory Committee on Borderline Substances products will not be supplied as part of this service), along with morphine sulphate solution 10mg/5ml (Oramorph) and Rifaximin.

- 4.4 The Pharmacy Contractor will be reimbursed for costs of the drugs dispensed by submission of a CPUS form utilising the "local service" function.
- 4.5 A new medication template on the patient's Patient Care Record (PCR) will be completed within 5 days of discharge following a discussion with the patient/Carer. Any ongoing medication issues that arise would be resolved in collaboration with the patient and GP Practice/HSCP Pharmacy Team.
- 4.6 Details of the discharge will be securely shared with the patient's GP Practice via a locally agreed process.
- 4.7 Completed claim(s) will be returned to the Community Pharmacy Development Team (CPDT) after each patient has completed the pathway.

#### Diagram 1.



## 5 Roles and responsibilities

- 5.1 The discharging hospital team will:
  - 1 Identify suitable patients.
  - 2 Obtain consent to share information with the patient's nominated community pharmacy.
  - 3 Either ensure the patient's electronic Immediate Discharge Letter (eIDL) is available to view on Clinical Portal or provide a copy of the IDL to the patient (or their representative).
  - 4 Be contactable for any queries arising from the discharge.
- 5.2 The community pharmacy will:
  - 1 Identify a named Pharmacist to be responsible for the ongoing delivery of the service.
  - 2 Ensure access to Clinical Portal is available and maintained.
  - 3 Participate in any appropriate service evaluation.

5.3 All parties will maintain patient confidentiality and comply with the EU general Data Protection Regulation 2016/679 as retained by UK law under the European Union (withdrawal) Act 2018.

## 6 Training requirement

- 6.1 At least one member of staff from each participating pharmacy will have completed the NHS Education for Scotland (NES) online Medicines Reconciliation Module (available on TURAS).
- 6.2 At least one member of staff from each participating pharmacy will attend the online training or view recording of the session outlining the service and will cascade to other members of the pharmacy as required.
- 6.3 At least one member of staff from each participating pharmacy will attend the one planned peer review session which will occur between 6 to 9 months into the project.

#### 7 Monitoring and evaluation

- 7.1 Data relating to the number of patients benefitting from the service, the number of medicines supplied and any issues identified relating to this service, will be collected by the Board's CPDT.
- 7.2 Oversight of the Service will be undertaken by the Board's Medicines at Discharge Oversight Group.
- 7.3 Evaluation of the Service will be led by the Medicines at Discharge Oversight Group.
- 7.4 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.
- 7.5 Where Contractors are asked to undertake an audit exercise, reasonable notice will be provided prior to the audit commencing.

## 8 Claims and payment

8.1 All completed Medicines Reconciliation & Supply Project Claims will be returned to CPDT at <a href="mailto:cpdevteam@ggc.nhs.scot">cpdevteam@ggc.nhs.scot</a> by the 5<sup>th</sup> day of the month following supply.

#### 8.2 Service Remuneration

- A one-off remuneration fee of £150 which is to include training fees, set up costs and ongoing collation of information relating to the pilot, will be paid on receipt of completed opt-in form from contractors who have not received a one-off fee in previous iterations of the service;
- 2 Payment for Medicines Reconciliation and Supply of Medicines at £35 per patient which will be paid in the month following claim submission.
- The Fees set out in Para 8.3.2 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.
- 4 Service Management Validation of service activities may be undertaken by CPDT.
- Recovery Where an over/inappropriate payment is identified, the Board 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 Pharmacy Contractor will be advised of the intention to recover monies before the recovery is made.
- Reimbursement Reimbursement of medicine acquisition costs will be through submission of a CPUS form utilising the "local service" function.
- General Business Costs 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 many of the medicines prescribed by secondary care and supplied via community pharmacy under this framework 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.

#### 9 Risk

Pharmacy Contractors should always 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.

## 10 Termination

Both parties will provide a minimum of three months' notice that they wish to withdraw from the contract.

# 11 References

Medicines Reconciliation & Supply Project Participation Form Appendix 1

Patient Group Direction Appendix 2

# 12 Version Control

Version	7. Original SLA
Name/Department of	Community Pharmacy Development Team/Derek
Originator/author:	Jamieson
Name/Title of responsible Committee/individual:	Pamela Macintyre
Date issued:	1 <sup>st</sup> February 2024
Review date:	1 <sup>st</sup> February 2026
Target audience:	NHSGG&C Community Pharmacy

Version	Date	Control Reason
6.	01/02/2024	Para 4.3 amended to include additional formulations;
		Paras 4.4 and 11 amended to reflect move away from submitting claim form for drug costs;
		Para 5.1 amended to reflect that IDL could also be given to patient (or their representative) to present to community pharmacy;
		Para 8.2 amended to reflect that one-off payment will not be available to contractors who have previously received this payment;
		References to Claim Form removed – claims now submitted using Electronic Claiming Workbook (ECW)