



A SERVICE LEVEL AGREEMENT FOR LOCALLY ENHANCED PHARMACEUTICAL
CARE SERVICES

TO DELIVER:

PHARMACY FIRST TREATMENT FOR COPD EXACERBATIONS

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PREAMBLE

This Agreement (“**the Agreement**”) is between NHS Greater Glasgow & Clyde (NHS GGC), 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 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 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 Friday 1st March 2024 (or shall be deemed to have commenced on) (“ the Commencement Date ”) and shall (subject to the other provisions of this Agreement) continue until Tuesday 31st March 2026 (“ 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 supply COPD rescue medication to identified patients with enhanced pharmaceutical care provision where needed.

3. BACKGROUND TO SERVICE

3.1	This service was developed following similar provision put in place at the beginning of the COVID 19 pandemic, which allowed COPD patients who are at high risk from respiratory infections, to obtain appropriate rescue medicine(s) for an exacerbation without the need to obtain a prescription from their GP. This service is separate to the provision during COVID.
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4. SERVICE AIMS

4.1	Patients with a confirmed diagnosis of Chronic Obstructive Pulmonary Disease (COPD) may occasionally experience deterioration in their condition. Most will be familiar with the onset of the associated symptoms which can lead to hospitalisation if the medication required to alleviate the condition is not readily available. This service seeks to ensure that patients requiring medication to treat an exacerbation of COPD have reasonable access to supplies of appropriate medicines and that suitable advice is available on their use.
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5. ROLES AND RESPONSIBILITIES

5.1	The Contractor will:
	<ul style="list-style-type: none"> Take full responsibility for ensuring compliance with all aspects of the Service Level Agreement (SLA) by providing the service as described in the Patient Pathway Flowchart (Attachment 1).
	<ul style="list-style-type: none"> 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 are competent to maintain continuity of service.
	<ul style="list-style-type: none"> Ensure the Standard Operating Procedure (SOP) in place within the pharmacy governing the COPD 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.
	<ul style="list-style-type: none"> Supply stock against prescriptions written and nominate a technician/ dispenser with responsibility to ensure that sufficient quantities of Amoxicillin, Doxycycline and Prednisolone are available at all times. Contractors should arrange for a quarterly expiry date check to be carried out as a minimum requirement.
	<ul style="list-style-type: none"> Ensure the Key Pharmacist or technician records administered doses on the patient's record card at the point of dispensing.
	<ul style="list-style-type: none"> Ensure any Pharmacist providing the service on their behalf is appropriately authorised by confirming that they have signed all three PGDs and submitted the relevant authorisation sheet to the Community Pharmacy Development Team (CPDT) prior to providing this service.
	<ul style="list-style-type: none"> Maintain their competency to practice in this speciality by successfully completing all specified training requirements including the mandatory element of this Agreement (See Section 7).

	<ul style="list-style-type: none"> Ensure all pharmacy staff working in the pharmacy (Monday to Saturday and Sunday, if applicable) 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 (See Section 7).
	<ul style="list-style-type: none"> Ensure all support and reference materials (updated where applicable) are provided and retained in the pharmacy and are readily available to all pharmacy staff, particularly locum pharmacists and dispensing staff.
	The Key Pharmacist will:
	<ul style="list-style-type: none"> Maintain their competency to practice in this speciality by successfully completing all specified training requirements including the mandatory element of this Agreement (See Section 7).
	<ul style="list-style-type: none"> Ensure all pharmacy staff working in the pharmacy (Monday to Saturday and Sunday, if applicable) 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 (See Section 7).
	<ul style="list-style-type: none"> Ensure all support and reference materials (updated where applicable) are provided and retained in the pharmacy and are readily available to all pharmacy staff, particularly locum pharmacists and dispensing staff.
	<ul style="list-style-type: none"> Read and understand the individual PGDs associated with the service and that a signed declaration to this effect is submitted to the CPDT prior to a supply being made.
	The clinical team will:
	<ul style="list-style-type: none"> Identify suitable patients who would benefit from the service at annual review or appointment stage and complete a COPD Patient Care Record card.
	<ul style="list-style-type: none"> Provide advice and practical support to Participating Contractors when required.
	<ul style="list-style-type: none"> Provide support and education to the patient entering the service. Explain fully the COPD Patient Care Record card and how it should be used. Support material will be reviewed and updated on a regular basis.
	<ul style="list-style-type: none"> Advise the Lead Pharmacist, Community Care of any necessary changes to the Service.
5.5	All parties will maintain patient confidentiality and comply will all relevant GDPR regulations.

5.6	<p>The General Data Protection Regulation (GDPR) (EU) 2016/679 [13] and Data Protection Act 2018 [14] came into force on 25 May 2018. All organisations that process personal data are required to comply with the requirements of this legislation.</p> <p>This means that personal information will be:</p> <ul style="list-style-type: none"> • Processed lawfully, fairly, and in a transparent manner. • Collected for specified, explicit and legitimate purposes. • Only collected so far as required for our lawful purposes. • As accurate and up to date as possible. • Retained for a reasonable period, in accordance with retention policies. • Processed in a manner which ensures an appropriate level of security.
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6. SERVICE OUTLINES AND STANDARDS

6.1	<u>Supply Arrangements</u>
6.1.1	On presentation of a COPD patient care record card (Example at Attachment 2), the Key Pharmacist/Technician will ensure that the urgency of supply is confirmed and completed and that medication is provided rapidly and efficiently according to patient, carer and clinical need on an individual basis.
6.1.2	The Key Pharmacist/Technician will ensure every effort is made to obtain a supply of a drug should it not be available for any reason. The Key Pharmacist will take responsibility to source supply from elsewhere e.g. wholesaler or another community pharmacy.
6.1.3	The Key Pharmacist/Technician will ensure that appropriate advice on the optimal use of these drugs, tailored to the patient's circumstances is provided as routine.
6.1.4	An SBAR (Attachment 3) should be completed which should contain the patient's name, CHI number, address, medication supplied and reasons for the supply. This SBAR should be provided to the patient's GP as soon as possible and no later than one week after the supply has been made.
6.2	<u>Clinical Governance</u>
6.2.1	All participating pharmacists must have read and understand the individual PGDs associated with the service and that a signed declaration to this effect is submitted to the CPDT prior to a supply being made.
6.2.2	Ensure that a Medication Incident report (utilising either the CPDT version here or their own corporate version) is completed for all medication incidents whether prescribing or dispensing, and promptly reported to the CPDT with anonymised details to be disseminated across the network highlighting the remedial action being taken to minimise the risk of reoccurrence.
6.2.3	Medication Incident Forms should be submitted via e-mail to: cpdt@ggc.scot.nhs.uk

6.2.4	A Significant Event Analysis (SEA) may have to be completed in certain circumstances. Participants are also encouraged to share independent reports of good practice which should be sent to Lead Pharmacist, Community Care for dissemination.
6.2.5	Where appropriate the patient must also be contacted as soon as possible in relation to dispensing errors.
6.2.6	In the event of any Adverse Drug Reactions (ADRs) the patient's GP must be notified. Additionally, the MHRA should be notified via the Yellow Card scheme (yellowcard.mhra.gov.uk).
6.2.7	If a patient is significantly unwell they must be advised to seek appropriate medical help.
6.3	<u>Contingency Arrangements</u>
6.3.1	In the event that a particular community pharmacy cannot provide the service to an individual patient, they should refer the patient to any nearby pharmacy offering this service
6.4	Paperwork/Documentation
6.4.1	All documentation relating to a supply should be retained in accordance with Records Management Code of Practice

7. TRAINING

7.1	All Key Pharmacists involved in the Service must complete the following training:
7.2	<p>Before Providing the Service:</p> <ul style="list-style-type: none"> • Face to face NHS delivered training or • NES distance learning pack Respiratory Disease : COPD • http://www.respelearning.scot/ <p><u>and</u></p> <p>Familiarise self with the Scottish Government paper COPD best practice guide</p> <p>And</p> <p>Familiarise self with case study - virtual patient COPD case study</p>
7.3	Each Year: Refresh knowledge of above

7.5	<p>All staff should:</p> <ol style="list-style-type: none"> 1. Know what the aims of the Service are. 2. Know where to access support materials. 3. Read and understand the content of the support material. 4. How to respond when presented with a request for COPD Treatment supply or advice about these drugs. 5. How the support materials present a CPD opportunity for both pharmacists and technicians
7.6	<p>Support Materials</p> <p>The support materials include:</p> <ol style="list-style-type: none"> 1. A copy of the flowchart ‘COPD Rescue Treatment Pathway’ detailing how to respond to a request. This should be displayed within the pharmacy. (Attachment 1). 2. An up to date copy of the BNF (includes access to an electronic version) 3. NES distance learning pack http://www.respelearning.scot/ 4. A version management system in place to ensure that contractors are aware of and only use the document and guidance current at that time. 5. CPDT Website – NHS Community Pharmacy Website (scot.nhs.uk)

8. MONITORING AND EVALUATION

8.1	<p>Data relating to the number of patients benefitting from the service, the number of products supplied and any issues identified relating to this service will be collected by the GGC’s CPDT.</p>
8.2	<p>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.</p>
8.3	<p>Where Contractors are asked to undertake an audit exercise, reasonable notice will be provided prior to the audit commencing.</p>

9. PAYMENT ARRANGEMENTS

9.1	<p><u>Payments for Service Participation/Delivery</u></p>
9.1.1	<p>A locally agreed fee will be paid for each supply made under this service. The current agreed fee for the duration of this SLA is £20.00 per consultation (resulting in either advice, referral or supply). This payment is VAT exempt.</p> <p>In the event of a fee change within the lifetime of the SLA, formal notification will be sent to the community pharmacy network via e-mail.</p>

9.1.2	Payment will be made in arrears on submission of the Electronic Claiming Workbook (ECW) provided by the CPDT.
9.1.3	A one-off payment of £50.00 will be paid to participating community pharmacies to recognise the commitment made to ensure the relevant training has been undertaken to allow them to provide the service. This payment is outside the scope of VAT and no VAT should be charged. As this is a continuing service, this payment will only be made to contractors who did not previously receive this payment at the initial launch of the service. Eligible contractors should claim for this payment by ticking the relevant declaration on Appendix 1 .
9.1.4	The Fees set out in Paras 9.1.1 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.
9.2	<u>Overpayments/Recoveries</u>
9.2.1	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.
9.2.2	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.
9.3	<u>General Business Costs</u>
9.3.1	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.
9.3.2	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.
9.4	<u>Risk</u>
9.4.1	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.

9.5	<u>Service Financial Management</u>
9.5.1	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.

10. NOTIFICATION OF PARTICIPATION

10.1	Contractors should indicate their willingness to participate in the service by submitting a signed copy of the Participation 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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11. TERMINATION

11.1	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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12. 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

13. LIST OF APPENDICES

Appendix 1	Participation Form
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14. LIST OF SEPARATE ATTACHMENTS

Attachment 1	COPD Rescue Treatment Pathway Flowchart
Attachment 2	Example of COPD Patient Card
Attachment 3	SBAR

15. VERSION CONTROL

Version	6. Original SLA
Name/Department of Originator/author:	Community Pharmacy Development Team
Name/Title of responsible Committee/individual:	Alan Harrison/Pamela Macintyre
Date issued:	10 th April 2024
Review date:	December 2025
Target audience:	NHSGG&C Community Pharmacy

Version	Date	Control Reason
5.	April 2024	Para 6.2.4 – Amendment to address typo about good practice reports; Para 7.2 – Link to Good Practice Guide inserted; Para 9.1 – Clarification of VAT status; Para 9.1.3 – Clarification of VAT status.
4.	February 2024	Para 3.1 – Amended to reflect current service is separate to that introduced during COVID; Para 9.1.1 – Amended to clarify that fee of £20 is per consultation and not per supply; Para 9.1.3 – Inserted to make £50.00 Commencement payment to contractors signing to participate for the first time.
3.	May 2022	Transfer to New Format Removal of paragraph relating to Commencement Payment
2.	March 2021	SLA extended for one year without amendment.
1.	November 2020	Inclusion of details on fee payments and training allowance; Amendments to training requirements

SLA Declaration of Participation:

Community Pharmacy Address Details:

Contractor Code:

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
Cut-off date for submission: Thursday 7th March 2024

Agreement to Provide:

Pharmaceutical care as defined in the SLA – Pharmacy First treatment for COPD exacerbations between **1st March 2024 and 31st March 2026.**

(Please Tick as appropriate)

I wish to participate in this service and in so doing, I confirm that I have read, understood and will comply with the provisions set out in the SLA	
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The Contractor Code above has not previously received the Commencement Payment of £50.00 (SLA v3).	
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Contractor/Contractor Representative Name: (Please print)

Signature: Date:

Counter Fraud Declaration: I accept that the information provided on this form may be used to verify any claim associated with this service and may be shared with other bodies/agencies for the purposes of prevention and detection of crime. In signing this form, I consent to this use and acknowledge that if I provide false information then I may be liable to criminal prosecution, referral to my professional body and/or recovery proceedings.
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Please sign this document and retain for your own records. Please submit a copy as above.

Signed on behalf of NHS Greater Glasgow & Clyde: Date: 7th February 2024	 Alan Harrison – Lead Pharmacist, Community Care
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