

1. This agreement is between

NHS England North Midlands – Derbyshire and Nottinghamshire (the Commissioner)
Birch House, Southwell Road West, Rainworth, Nottinghamshire, NG21 0HJ

And the Provider: (“the pharmacy”)

Trading as:

Address:

Contractor ODS code: F

2. Purpose

The aim of the service is to provide easy access to Palliative Care Drugs by ensuring that there is an on-demand supply of palliative care drugs available from a network of community pharmacies spread geographically across Derbyshire and Nottinghamshire, 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 professionals 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 is commissioned as an enhanced service, under Regulation 14 (1) (l) of the NHS (The Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2013

3. Period

This agreement is for the period from 1 April 2019 to 31 March 2020.

4. Termination

Three months' notice of termination must be given if the pharmacy wishes to terminate the agreement before the given end date.

NHS England may suspend or terminate this agreement forthwith if there are reasonable grounds for concern including, but not limited to, malpractice, negligence or fraud on the part of the pharmacy.

5. Obligations

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

NHS England will manage the service in accordance with the specification (Appendix 1).

6. Payments

NHS England will pay the following:

- An annual retainer fee of £262.66 will be paid automatically in August
- Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become time expired, provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed.

Claims for time expired stock are made using PharmOutcomes

Payments will be entered on to the NHS BSA Local Payments Application and will appear on pharmacy contractors' FP34 monthly statement from the NHS BSA.

7. Standards

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

8. Confidentiality

Both parties shall adhere to the requirements of the Data Protection Act 2018, the Freedom of Information Act 2000 and the General Data Protection Regulation (GDPR) 2018.

Any approaches by the media for comments or interviews must be referred to NHS England

9. Indemnity

The pharmacy 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 pharmacy is the responsibility of the pharmacy who will meet the costs and any claims for compensation, at no cost to NHS England.

Appendix 1

Service Specification – Community Pharmacy Palliative Care Drugs Stockist Scheme

1. Service description

- 1.1 The pharmacy shall maintain the required stock (range and quantity) of palliative care drugs against an agreed list (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. Aims and intended service outcomes

- 2.1 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 Derbyshire and Nottinghamshire.

3. 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 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. Training and Premises Requirements

- 4.1 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. Service availability

- 5.1 This service will be available during the full opening hours of the community

6. 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 NHS England led audit of service provision.
- 6.4 The pharmacy co-operates with any NHS England led assessment of service user experience.

7. Claiming payment

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

- An annual retainer fee of £262.66 will be paid automatically in August.
- Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become time expired provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed.

Claims for the time expired stock is claimed using PharmOutcomes.

Payments will be entered on to the NHS BSA Local Payments Application and will appear on pharmacy contractors' FP34 monthly statement from the NHS BSA.

Appendix 2: List of drugs to be kept by the Palliative Care Drugs Stockist Scheme Pharmacy

Product	Quantity
Alfentanil 1mg / 2ml	10
Cyclizine 50mg tablets	100
Cyclizine 50mg / ml injection	15
Dexamethasone 2mg tablets	50
Dexamethasone sodium phos 3.8mg / ml inj or 3.3mg/ml *	5
Diamorphine 100mg / ml injection	5
Diamorphine 5mg/ml injection	10
Diamorphine 10mg / ml injection	10
Diamorphine 30mg / ml injection	10
Diazemuls 10mg / 2ml injection	10
Diclofenac 50mg tablets	84
Diffiam (Benzydamine) Mouthwash	300ml
Fentanyl 100mcg / 2ml	10
Fluconazole 50mg capsules	7
Haloperidol 500mcg capsules	30
Haloperidol Injection 5mg/ml	5
Hyoscine butylbromide 20mg / ml injection	20
Hyoscine hydrobromide 400mcg / ml	10
Levomepromazine 25mg / ml injection	10
Loperamide 2mg capsules	30 capsules
Metoclopramide 10mg tablets	28
Metoclopramide 5mg / 5ml liquid	150ml
Metoclopramide 10mg / 2ml injection	30
Midazolam 10mg / 2ml injection	10
Morphine sulphate 10mg / ml injection	10
Morphine sulphate 30mg / ml injection	10
Nystatin 100,000 units / ml solution	30ml
Ondansetron 4mg tablets	28
Oramorph 10mg / 5ml oral solution	300ml
Oxycodone 10mg / ml injection	5
Oxycodone 20mg / 2ml injection	5
Oxycodone 50mg / ml injection	5
Sodium chloride intravenous infusion 5ml 0.9%	20
Water for injections 10ml	30
Zomorph 10mg m/r capsules	60
Zomorph 30mg m/r capsules	60
Zomorph 100mg m/r capsules	60

***Subject to availability**

Community Pharmacy Palliative Care Drugs Stockist Scheme 2019/20 Pharmacy Contractor Sign Up and Assurance sheet

Pharmacy contractors are advised that incomplete submissions will be returned or may be rejected.

The agreement will be signed by representatives from both the Provider and NHS England, In signing this agreement the Provider and responsible Pharmacist agree to provide the above service as per the service level agreement. Copies are to be signed by both parties. One copy to be retained by the Provider, the other copy to be retained by NHS England

Provider Name (Chemist Contractor)
F Code:

Address from which service will be provided
Email address:

Declaration: I / we agree to provide the Palliative Care Drugs Stockist Scheme 2019/20 as outlined within this service level agreement.

Signature on behalf of the Provider: (Chemist Contractor)

Signature Provider / Contract Holder	Name	Date

Signature of Pharmacist with Responsibility for Service Delivery:

Signature	Name	Date

Signature on behalf of NHS England, North Midlands

Signature	Name	Designation	Date
	Joe Lunn	Head of Primary Care	

Upon completion please return this form to: Debbie Williams, Primary Care Contracts Team, NHS England, North Midlands, Birch House, Ransom Wood Business Park, Southwell Road West, Mansfield, Nottinghamshire NG21 0HJ or by email to: e.derbyshirenottinghamshire-pharmacynotts@nhs.net
e.derbyshirenottinghamshire-pharmacyderbys@nhs.net