

# **Community Pharmacy Agreement for Stocking Palliative Care Drugs amended due to Covid 19**

## **1. Commissioner and Provider**

This agreement is between: (parties detailed in contract).

The agreement will terminate on 31<sup>st</sup> March 2025.

## **2. Service Description**

2.1 This service is aimed at the supply of palliative care medicines, the demand for which may be urgent and/or unpredictable especially during Covid-19.

2.2 The pharmacy contractor will stock a locally agreed range of palliative specialist medicines and will make a commitment to try and ensure that users of this service have prompt access to these medicines at all times the pharmacy is open. The ICB is aware that during the time period of Covid 19 there may be cases that pharmacies have to close or that medicines may not be available due to national shortages.

2.3 The pharmacy will provide information and advice to the user, carer and clinician. They may also refer to specialist centres, support groups or other health and social care professionals where appropriate.

## **3. Aims and Intended Service Outcomes**

3.1 To improve access for people to these palliative specialist medicines when they are required by ensuring prompt access and continuity of supply if at all possible through Covid 19.

3.2 To support people, carers and clinicians by providing them with up to date information and advice, and referral where appropriate.

## **4. Service Outline**

4.1 Due to Covid-19 for 2020/21 the ICB in conjunction with Durham and Darlington LPC has requested all pharmacy contractors to deliver this service.

4.2 The pharmacy will have a procedure in place to manage stocks of the specified list of medicines (appendix 1) required to deliver this service and will dispense these in response to NHS prescriptions presented. The ICB is aware that during the time period of Covid 19 there may be cases that pharmacies have to close or that medicines may not be available due to national shortages.

4.3 Community pharmacies who also hold a 100 hours contract should also keep sodium chloride bags as detailed in appendix 2.

- 4.3 The pharmacist and staff will telephone the next nearest pharmacy that holds palliative care stocks if no stock is available, to ensure the second pharmacy has stock before signposting the person presenting the prescription for dispensing. This also avoids unnecessary travel during the period of Covid-19.
- 4.4 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.
- 4.5 The pharmacy should maintain appropriate records to ensure effective on going service delivery and audit.
- 4.6 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.
- 4.7 The ICB will cascade information via LPC newsletters regarding the service development and any requirements for updating the knowledge of pharmacy staff. Any updates due to Covid-19 shortages or changes in national EOL guidance will be cascaded via the LPC.
- 4.8 The North of England Cancer Network is a useful website for information regarding palliative care. The following link is for access to their resources - [North of England Cancer Network: Guidelines](#)
- 4.9 The ICB will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The ICB will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines. National guidance on End of Life in Primary Care is due from NHSE in the coming weeks and the formulary within appendix 1 will be updated in line with this. See Appendix 1 for the current formulary that pharmacies should stock. The ICB acknowledges that some medicines will be in short supply due to Covid-19.
- 4.10 The ICB will pay an annual retainer to the pharmacy contractor of £500 for the availability of the provision of palliative care stocks within the opening time of the pharmacy contractor.
- 4.11 The ICB will disseminate information on the service to other pharmacy contractors and health care professionals in order that they can signpost patients to the service.

## **5. Quality Indicators/Activity Levels**

- 5.1 The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.
- 5.2 The pharmacy can demonstrate that pharmacists and staff involved in the provision of the service have undertaken CPD relevant to this service.

- 5.3 The pharmacy participates in an annual ICB organised audit of service provision, if required by the ICB.
- 5.4 The pharmacy co-operates with any locally agreed ICB-led assessment of service user experience.

## **6. Price and Payment Details**

- 6.1 Pharmacy contractors will be paid £500 per year as an annual retainer for the palliative care service detailed within this specification.

## **7. Monitoring arrangements**

- 7.1 The ICB/ CSU Medicines Optimisation Team will monitor use of the specialist drug list and discuss updates to the list with ICB staff/Foundation trust Staff and LPC.
- 7.3 The ICB/CSU Medicines Optimisation Team and the LPC will review any incidents or concerns raised regarding the service at the Joint Working with Community Pharmacy Group. Shared Learning will be disseminated to pharmacy contractors.

## **8. Review procedures and frequency**

- 8.1 One month notice of termination must be given by either party.

## **9. Other Conditions**

- 9.1 Without prejudice to the Contractor's obligations to meet all performance requirements under the Contract, the Contractor must, in the provision of the service meet the standards set out in 'Standards for Better Health', published by the Department of Health on 21<sup>st</sup> July 2004 and available on the DH website (gateway reference 3528).
- 9.2 The Contractor shall comply with all relevant legislation (and directions there under) and have regard to all relevant guidance issued by the ICB, NHS England or the Department of Health.
- 9.3 The pharmacy shall be liable for, and shall indemnify the ICB, its officers, employees and agents against any liability, loss, claim or proceedings arising under statute or at common law in consequences of this agreement.
- 9.4 The pharmacy shall maintain insurance of a minimum of £5 million in respect of public liability and personal indemnity against any claims, whatsoever which may arise out of the terms and conditions and obligations of this agreement and will at all times during the period of this agreement be a member of a recognised professional organisation. The ICB will have the right to see documentary evidence of the foregoing including policy renewal receipts prior

to commencement of this agreement or at any stage during the period of this agreement.

- 9.5 If the pharmacy fails to maintain adequate insurance, or is no longer a member of an appropriate professional organisation (for whatever reason), this agreement may be terminated by the ICB without prejudice to any other rights and remedies available.

## **10. Resolution of Disputes**

- 10.1 Disputes will be referred to the ICB Head of Medicines Optimisation/ Medicines Optimisation Lead.

- 10.2 In the event of continued dispute, the ICB Medical Director will consider the appropriate course of action.

## **11. Cessation of agreement**

- 11.1 Notice period – one month for either party.

- 11.2 It is expressly stated that this agreement does not commit the ICBs or any other NHS body in existence to future funding of the service described once the agreement terminates.

## Appendix 1

### Palliative Care Specialist Drug Stock list 2020 (updated March 2024)

Community Pharmacies participating in the scheme are funded to hold and manage stock of the following list of specialist medicines to dispense against a prescription for end-of-life medicines.

Product	Minimum Stock Level
<b>First Line Injectable Opioid</b>	
Morphine injection 10mg/ml	10 x 1ml
Morphine injection 30mg/ml	10 x 1ml
<b>Alternative Injectable Opioids</b>	
Alfentanil injection 500micrograms/ml	10 x 2ml
Oxycodone injection 10mg/ml	10 x 1ml
<b>Nausea &amp; Vomiting / Agitation / Secretions</b>	
Cyclizine injection 50mg/ml	10 x 1ml
Metoclopramide injection 5mg/ml	10 x 2ml
Haloperidol injection 5mg/ml	10 x 1ml
Levomepromazine injection 25mg/ml	20 x 1ml
Midazolam injection 5mg/ml	10 x 2ml
Hyoscine butylbromide injection 20mg/ml	20 x 1ml
Hyoscine hydrobromide injection 400micrograms/ml	20 x 1ml
Glycopyrronium bromide injection 200 micrograms/ml	10 x 1ml
<b>Others</b>	
Dexamethasone injection 3.3mg/ml	5 x 2ml
Sodium chloride injection 0.9% 10ml	10 x 10ml
Water for injection 10ml	10 x 10ml
<b>In 100 hour Community Pharmacies Only</b>	
Sodium chloride 0.9% 500mls	10 x 500mL

## Appendix 2 Community Pharmacy Specialist Drug Retainer Fee Claim Form

In order to claim the annual retainer fee, we require you to complete this claim form as appropriate.

Please submit to the NECS Finance team at the following address:

North of England Commissioning Support  
John Snow House  
Durham University Science Park  
Durham  
DH1 3YG

Or [necsu.minorailments@nhs.net](mailto:necsu.minorailments@nhs.net) or

Name of Pharmacy:	
Address of Pharmacy:	
Value Claimed in this period: (please tick)	
<b>£500</b> (to be claimed annually – April 2024 to March 2025)	
Pharmacist's Signature	
Pharmacist's Name (please print clearly)	
Date	

Total claimed	£.....
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