



NHS England Midlands (Staffordshire) Community pharmacy local enhanced service –

Community Pharmacy Palliative Care Service (Tier 1)
2023/2024

Equalities and health inequalities statement

“Promoting equality and addressing health inequalities are at the heart of NHS England’s values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities.”

Equity of Access, Equality and Non-Discrimination

The parties must not discriminate between or against service users, carers or legal guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics, except as permitted by Law (Equality Act 2010).

The Contractor must provide appropriate assistance and make reasonable adjustments for service users, carers and legal guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments).

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1.0 Agreement between the parties

Commissioner (NHSE)	NHS Commissioning Board (“NHS England”) Midlands Region
Pharmacy Contractor	<i>Insert Pharmacy Contractor name’s (as set out in the relevant pharmaceutical list), ODS code and address</i>
Local Enhanced Service (LES)	Community Pharmacy Palliative Care Service (Tier 1) 2023/2024
Commencement Date	31 st March 2023
End Date	31 st March 2024 unless terminated earlier in accordance with paragraph 1.6 or otherwise in accordance with this LES Agreement
Review Date	Prior to 31 st March 2024

1.1 Enhanced service terms

The following services are commissioned as Enhanced Services by NHS England Midlands in accordance with [The Pharmaceutical Services \(Advanced and Enhanced Services\) \(England\) Directions 2013 PART, PART 4 Section 14\(1\)\(n\)\(as amended\).](#)

The Pharmacy Contractor shall provide the services in accordance with the terms of this LES Agreement and in full compliance with the Terms of Service or LPS contract terms that apply to the Pharmacy Contractor.

The Pharmacy Contractor must not use provision of this LES Agreement as an opportunity to attempt to influence or seek to persuade a Patient to change their choice of pharmacy, or to seek to change any prescription nominations the Patient may already have in place with other Pharmacy Contractors under the [Community Pharmacy Contractual Framework.](#)

The Pharmacy Contractor must not use provision of this LES Agreement as an opportunity to attempt to influence or seek to persuade a Patient to participate in, or obtain, a Patient-funded service provided by the Pharmacy Contractor.

The Pharmacy Contractor shall provide the LES fully in accordance with the terms of this LES Agreement.

In consideration of the Pharmacy Contractor's provision of the LES in accordance with the terms of this LES Agreement, the Commissioner (NHSE) will pay the Service Payment to the Pharmacy Contractor in accordance with the terms of this LES Agreement.

This LES Agreement is specific to the Pharmacy Contractor and the Pharmacy Contractor may not sub-contract, assign, novate or otherwise seek to transfer any of its rights or obligations under this LES Agreement to any other party without the prior written permission of the Commissioner (NHSE).

Except where it is expressly stated to the contrary, this LES Agreement does not give rise to any rights enforceable by any person who is not a party to it.

In order to participate in the service, each contractor must complete the signed agreement below and return to NHS England Midlands as indicated. Once received, the pharmacy will be accredited, and delivery of the service can commence.

For branches of group pharmacies, this agreement should be completed by an authorised person(s) at Head Office.

1.2 Termination

The Pharmacy Contractor may terminate this LES Agreement by serving not less than 1 months' written notice on the Commissioner (NHSE). The Commissioner (NHSE) may, at their absolute discretion, agree a shorter notice period. Where, due to an emergency the Pharmacy Contractor is not able to provide this notice period, they should contact the Commissioner (NHSE) to agree an amended timeframe with them.

The Commissioner (NHSE) may terminate this LES Agreement by serving not less than 1 months' written notice on the Pharmacy Contractor.

This LES Agreement shall terminate automatically on termination of the Pharmacy Contractor's LPS contract, or removal of either the Pharmacy Contractor from the Pharmaceutical List.

Repeated failure to provide the service in accordance with the LES agreement during normal opening hours, could result in contractual sanctions or termination of this LES agreement.

1.3 Dispute Resolution

In the event that a Contractor disputes the decision by NHS England Midlands to terminate the agreement on the grounds that the terms of the agreement have not been met and/or remedied within an appropriate time-frame, the Contractor shall make this known in writing without delay.

Upon receipt, local dispute resolution procedures will be followed in accordance with [The National Health Service \(Pharmaceutical and Local Pharmaceutical Services\) Regulations 2013](#).

1.4 Governing Law and Jurisdiction


This Agreement will be considered as a contract made in England and will be subject to the laws of England. Subject to the provisions of Section 1.3 (Dispute Resolution), the parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Contract (whether contractual or non-contractual in nature).

1.5 Signatures of parties to the agreement

PLEASE COMPLETE AND SIGN BELOW.

Palliative Care Tier 1 Service

Signed for and on behalf of the Pharmacy Contractor	
Signature	
Name	
Job Title	
Date	

Signed for and on behalf of the Commissioner	
Signature	
Name	Rebecca Woods
Job Title	Head of Primary Care (NHSE)
Date	23 March 2023

Once signed please submit to:

england.pharmacy-westmidlands@nhs.net

2.0 Service description

The Community Pharmacy Palliative Care Service, Tier 1, aims to enable patients and their relatives/carers and healthcare professionals to obtain palliative/end of life care medicines in a timely manner and support dying at home.

The service will be provided through Community Pharmacies contracted to NHS England Midlands (Staffordshire) who have signed this local enhanced service agreement to provide this service.

2.1 Rationale

WHO defines palliative care as:

“an approach that improves the quality of life of patients and their families facing the problem associated with life-threatening illness. This is achieved through the prevention and relief of suffering by means of early identification and impeccable assessment, and treatment of pain and other problems”.

Palliative care or end of life care is required for patients who have advanced progressive conditions, including cancer, organ failure (e.g. heart failure, COPD, renal and hepatic failure), neurological conditions (e.g. multiple sclerosis, Parkinson's disease and motor neurone disease), dementia, frailty, stroke and HIV/AIDS.

Being symptom-free is one of the most important factors for patients when considering end-of-life care. How symptoms are treated may change over time and may depend on many factors, including the symptom being treated, the patient's ability to swallow (owing to disease process causing fatigue and weakness), and level of consciousness.

As a patient's disease progresses, it is likely that medication will be changed and adjusted. It is vital that patients, relatives and/or carers can access commonly prescribed palliative care medication in a timely manner either by supplying the medication or reserving and signposting the medication to their nearest pharmacy of choice, recognising that any delay is causing heightened distress.

2.2 Service provision

The pharmacy shall maintain the required stock (range and quantity) of palliative care drugs against an agreed list of palliative care drugs (Appendix 1), which will be reviewed annually.

The pharmacy shall dispense the items from the palliative care stock list in response to NHS prescriptions presented to the pharmacy in line with the dispensing service of the NHS Community Pharmacy Contractual Framework.

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.

If there are stock availability issues with any of the medication listed in Appendix 1, the pharmacist should attempt to resolve the matter with the prescriber and will complete the PharmOutcomes template raising awareness of the current issue, so that any out of stock / manufacturing problems can then be discussed with the commissioner and other relevant parties.

Only in exceptional circumstances should a patient be signposted to another provider if the pharmacy has been unable to provide the service to the patient.

The service must be available to be provided during the entire opening hours of the pharmacy.

2.3 Prescription Exemptions

All current NHS exemptions (including those with valid pre-payment certificates) are applicable, and evidence of the patient's exemption must be obtained prior to supply.

Patients who are not exempt from prescription charges will pay a prescription charge for each item supplied in accordance with The National Health Service (Charges for Drugs and Appliances) Regulations 2015.

2.4 Service governance

The service can only be provided from community pharmacies contracted to NHS England Midlands (Staffordshire) that have been commissioned to deliver the service.

The pharmacy contractor must be compliant with and be able to demonstrate compliance with all Essential Services within the [Community Pharmacy Contractual Framework \(CPCF\)](#).

The pharmacy contractor has a duty to ensure that all pharmacists employed to work in the pharmacy have the relevant knowledge and are appropriately trained in the provision of the service.

The pharmacy must have a Standard Operating Procedure (SOP) or follow its company SOP to cover the service which must be available to staff at all times.

2.5 Quality Standards

The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.

The pharmacy participates in any commissioner led audit of service provision.

The pharmacy co-operates with any commissioner led assessment of service user experience

3.0 Incident reporting & complaints

All incidents should be recorded as part of the pharmacy's clinical governance procedures.

Pharmacies will also be expected to follow their normal or company process for complaints in accordance with NHS policy, where issues arise so that improvements can be made following significant events or errors.

Pharmacies should also note that by signing up to participate in this scheme they are entering into an agreement to offer a service with NHS England Midlands. Pharmacies will therefore be subject to the right of inspection by NHS England Midlands and/or Healthwatch England representatives in line with NHS guidance.

4.0 Duties of NHS England Midlands region

NHS England Midlands will be responsible for production, approval and updating the LES agreement and PGDs for this service.

NHS England Midlands will be responsible for ensuring timely payments are made to the pharmacy contractor with regards to the annual retainer, and any claims for date expired stock as detailed in section 5.0.

NHS England Midlands will undertake regular audits of the scheme, including review of the stock list and budget analysis. Post payment verification checks may also be made.

5.0 Payments

5.1 Annual retainer and date expired stock

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

A retainer fee of £100 will be paid at the start of the contract and annually thereafter.

Reimbursement at cost price (based on dm+d + VAT at the applicable rate) for drugs included in the agreed Palliative Care Stock List which have become date expired. This is provided that normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed. Payment will be made on the original purchase price of the stock, so a copy of the original purchase invoice should be retained for audit purposes.

Claims for the annual retainer and date expired stock must be made via the relevant modules within PharmOutcomes which pharmacies will have access to upon the return of the signed agreement.

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 10.

6.0 Contractual period

This agreement is for the period 31st March 2023 until 31st March 2024.

The service will be automatically renewed at the end of the contractual period, unless terminated in accordance with Clause 1.2 or the service is decommissioned.

7.0 Confidentiality

Both parties shall adhere to the requirements of the [Data Protection Act 2018](#) and the [Freedom of Information Act 2000](#).

8.0 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 Midlands region.

9.0 Service Evaluation

An annual evaluation of the service will take place to ensure that the needs of the relevant population are met.

Appendix 1.

List of medication and quantities to be held at the pharmacy – Tier 1

Medication	Strength	Amount
Morphine sulphate	10mg	20 amps
Midazolam	10mg/2ml	20 amps
Haloperidol	5mg/1ml	20 amps
Hyoscine Butylbromide	20mg/ml	20 amps
Water for injection	10ml	30 amps
Oxycodone injection	10mg/1ml	20 amps