

**Herts Valleys CCG** 

**Community Pharmacy Diabetes Plus (CPDP) Service** 

Supported by Hertfordshire LPC



SERVICE LEVEL AGREEMENT

Date of signature: 12 September 2018

### THIS AGREEMENT WILL BE EFFECTIVE FROM AND DURING THE FOLLOWING DATES:

Commencement Date: 12 September 2018

**Termination Date: 31 March 2019** 

#### **BETWEEN**

Herts Valleys Clinical Commissioning Group (CCG), have been authorised to commission healthcare

services for their communities whose registered office is at Hemel One, Boundary Way, Hemel

Hempstead, Herts HP2 7YU.

### **ENTER TRADING NAME AND ADDRESS (Pharmacy).**

### **SERVICES SPECIFICATION**

Herts Valleys CCG and the Pharmacy have agreed a Services Specification, setting out the requirements and specifications of the services which it has to provide and deliver, including a description of what work is to be done, dates by which it is to be started and finished attached to Schedule 1.

#### **PAYMENT TERMS**

Hertfordshire Local Pharmaceutical Committee (LPC), acting on behalf of Herts Valleys CCG, shall pay the Provider within 30 days of the invoice date.

In the event of a dispute in relation to any aspect of an invoice, Hertfordshire LPC shall notify the Pharmacy within 15 days of the invoice date and pay the Provider all undisputed sums in accordance with the preceding clause.

Any disputed sums subsequently found to be due shall be paid within 28 days of such finding or as otherwise agreed between the parties.

Interest shall not be payable on any disputed sum until it has become overdue in accordance with the preceding clause.

### **CONFIDENTIALITY AND HERT VALLEY CCG'S PROPERTY**

The Pharmacy shall restrict disclosure of any and all such confidential material and data/information supplied or given access to owned by Herts Valleys CCG, to the Pharmacy's Team and to such of its other employees, agents, or consultants as need to know it for the purpose of discharging the Pharmacy's obligations to Herts Valleys CCG, and shall ensure that the Pharmacy's Team and all other employees, or agents are subject to obligations of confidentiality corresponding to those which bind the Pharmacy.

#### **TERMINATION**

Herts Valleys CCG can terminate this Agreement by serving 3 months' written notice.

#### **VARIATION**

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

#### **ASSIGNMENT**

Name:

Position:

The Pharmacy shall not, without the prior written consent of Herts Valleys CCG, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

Herts Valleys CCG may, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

#### **DISPUTE RESOLUTION**

If any dispute arises in connection with this agreement, the Pharmacy's Manager and Herts Valleys CCG's Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

If mediation fails to secure agreement, general condition 14 (GC14) of the NHS Standard Contract requires the parties to appoint an expert to provide a determination – more commonly known as an arbitration ruling. As with mediation, this can be provided by the regulatory bodies or the parties can appoint their own expert(s).

#### **GOVERNING LAW AND JURISDICTION**

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signature:

# Signed by the authorised representative of Herts Valleys CCG

Signed by the authorised representative of the Pharmacy				
Name:		Signature		
Position:				
Name:		Signature		
Position:				

#### **SCHEDULE 1 - SERVICES SPECIFICATION**

Enclosed SLA for Community Pharmacy Diabetes Plus (CPDP) Service September 2018

#### Context

Diabetes is an important area for healthcare improvement because of the huge growth being seen in the UK of people suffering from the condition (mainly type II), and the avoidable costs incurred because of poor self-management.

According to the National Diabetes Audit 2016/17 25,505 Herts Valleys patients were registered with their GP as having been diagnosed with diabetes. This was broken down to 2,435 people with Type 1 and 23,070 people with Type2 diabetes.

In Herts Valleys 38% T1 patients met all 8 care processes.19.9% T2 patients met all three treatment targets (HbA1c ≤58mmol/mol, cholesterol <5mmol/L and blood pressure ≤140/80). This indicates that there is room for improvement in the achievement of outcomes for people with diabetes in Herts Valleys.

Community pharmacy has a pivotal role to play because of the high medicine use and the ability to support with signposting and support with lifestyle interventions in this patient group. Community Pharmacists can work together with other health professionals e.g. GPs, nurses and consultants to be effective at promoting good patient self-management and improve patient outcomes.

### **Aims and Intended Outcomes**

- 1. To increase the quality of pharmacist diabetes MUR patient consultations, to improve patients' knowledge and confidence in self-managing their condition and optimise their adherence to the recommended medicine regimes.
- 2. Ensure a high quality consultation, focussed on improving diabetes self-management and increasing the patients' compliance to their treatments.
- 3. To support the patient with lifestyle interventions, awareness and referral to local support groups and blood glucose monitoring meters where required.
- 4. To identify adherence and self-management issues, and reach agreement with the patient on solutions and recommendations to help resolve these issues.
- 5. To follow up with the patient to understand where the recommendations have been successful and where they have not and agree any further solutions/recommendations if appropriate.
- 6. To evaluate the effectiveness of the pharmacist consultation specifically on the adherence of the patient to their diabetes medicine regime and the self-confidence of the patient in managing their diabetes.
- 7. To reduce pressures, demand and cost on other parts of the healthcare system, such as GP practices and secondary care services by delaying the progression of diabetes through changes to lifestyle risk factors and ensuring patients with diabetes are appropriately supported to avoid more severe diseases.

### Selection criteria

Applications for the service is open to all community pharmacies situated within the locality of St Albans and Harpenden of Herts Valleys CCG. Pharmacies signing up to the service must be willing to participate in evaluation of the service and have good standing with GPhC and NHS England.

Due to the face-to-face element and nature of the service from the pharmacy this service is not available to distance-selling pharmacies at the current time.

Pharmacies must deliver a minimum of 2 initial diabetes consultations per month between September 2018 to 31st March 2019 (6 months) equalling a total sum of 12 initial diabetes consultations. Any pharmacy not delivering 12 consultations will have payment withheld until they meet the total sum of 12 first patient consultations.

## 1. <u>Service Description</u>

- 1.1 The Community Pharmacy Diabetes Plus service allows local pharmacies in Hertfordshire to offer an initial MUR type consultation where the patient is supported with their diabetes medicines and self-management along with an "NMS type" follow up consultation looking at whether the recommendations made were implemented by the patient.
- 1.2 The diabetes MUR/NMS will be conducted as part of the normal MUR/NMS process as specified in the Pharmaceutical Terms of Service.
- 1.3 The diabetes medicines will be reviewed in clinical detail using the toolkit consultation brief, and the patient treatment plan.
- 1.4 The patient will be contacted by the pharmacist at a pre-arranged point to follow up the issues identified in the consultation and to identify any further problems the pharmacist can help with. Again the key focus of this follow up is to help the patient be more adherent to their medications and better self-manage their condition.
- 1.5 This is to support the appropriate management of patients identified with diabetes to help prevent further complications of their complications of their condition such as heart disease, stroke, kidney disease, eye damage, nerve damage and limb amputation. Prevention of these chronic diseases will reduce the demand on GP appointments, A&E attendances and OOH appointments due to deterioration in symptoms.
- 1.6 Patients identified as at risk of developing diabetes related complications will receive advice on reducing their future risk of cardiovascular disease by addressing their modifiable risk factors for cardiovascular disease (such as excess weight, dietary salt or alcohol), supporting a strategy of self-management.
- 1.7 Patients will be directed to local services as part of the consultation to support them in managing their diabetes well where they may need further help and support.
- 1.8 As relevant and appropriate, patients will be supported with blood glucose monitoring meters when required.

## 2. **Duration**

2.1 This agreement is for the period 12 September 2018 to 31 March 2019.

## 3. Community Pharmacy Diabetes Plus Service

- 3.1 The commissioner will commission this service from community pharmacies situated within the St Albans and Harpenden locality in Herts Valleys CCG only.
- 3.2 The commissioner will only fund the service for patients registered with a St Albans and Harpenden GP practice.

## 4. Training and Premises Requirements

4.1 The pharmacy contractor has a duty to ensure that pharmacists and pharmacy staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.

- 4.2 All pharmacies providing the service will be required to send one pharmacist representative to attend training events offered by Herts Valleys CCG that will include:
  - 4.2.1 The rationale for the provision of the service
  - 4.2.2 To have good knowledge of the NICE guidance for treatment of type II and type I diabetes treatment and management, and knowledge of local formulary choices for medicines
  - 4.2.3 To read and have knowledge of the diabetes toolkit, and understand how to use the consultation brief
  - 4.2.4 The pathways identified for those patients needing further support
  - 4.2.5 Resources available to support the service
  - 4.2.6 Requirements for reporting the outcomes of the service
- 4.3 The pharmacist attending the training will be expected to cascade the learning to other pharmacists and team members in their pharmacy in accordance with their professional responsibilities.
- 4.4 A pharmacy champion will be identified from each pharmacy who will be nominated the key point of contact for communication and assessment of engagement for the service. A digital communications group of pharmacy champions may be set up.
- 4.5 All pharmacists providing the service may be required to demonstrate their competence as the pilot progresses.
- 4.6 It may be appropriate for those pharmacy support staff deemed competent to do so by the pharmacist to give appropriate lifestyle advice. The patient must be directed to the pharmacist for diabetes medication support and on-going management. The lead pharmacist within each pharmacy should determine which staff are appropriately trained and competent to carry out the lifestyle advice.
- 4.7 The pharmacy contractor must have a standard operating procedure in place for this service. SOPs should details the operational delivery of the diabetes plus service in accordance with the service specification and service level agreement including:
  - 4.7.1 patient engagement;
  - 4.7.2 patient consultation;
  - 4.7.3 patient follow-up.

### 5. The Service

- 5.1 This service applies to all patients:
  - 5.1.1 aged over 18;
  - 5.1.2 that have either been referred by their GP practice with an appropriately recognised referral form or identified by the community pharmacy according to the criteria below.

# Patient engagement

- 5.2 GP Practice identifies patient who is due medication review / poorly controlled diabetes /newly diagnosed and completes referral form in consultation signposting them to see community Pharmacy of their choice for a Diabetes Plus consultation
- 5.3 Community Pharmacies are able to identify their own patients but only if they meet one or more of the following criteria:
  - 5.3.1 Newly diagnosed patients with diabetes within the last year according to the pharmacy's PMR and patient's verbal confirmation.
  - 5.3.2 Any patient dispensed diabetic medication during the pilot period and has been identified with poor concordance on the Pharmacy's Patient Medication Record (PMR)

- i.e. not had medicines on regular dispensing basis or confirm that they are not taking medicines on a regular basis.
- 5.3.3 Any patient with diabetes who indicates that they have not had their HBA1C levels monitored within the last six months.
- 5.3.4 Any patient with diabetes who has <u>not</u> been in contact with their GP practice / diabetes team within the last year.
- 5.3.5 Any patient with diabetes whereby the pharmacist identifies an area or need which requires further input or support in relation to Diabetes UK's 15 Healthcare Essentials.
- 5.4 When the patient attends the pharmacy, the pharmacist or pharmacy team will arrange for the patient to attend at a mutually convenient time for an MUR consultation or NMS intervention. NB Check patient is eligible for MUR / NMS service under national specification.

## Patient consultation

- 5.5 Verbal patient consent will need to be given to take part in the diabetes plus service, in addition to completing the formal MUR / NMS consent form, which includes consent to share information with the patient's own general practitioner and any other data sharing arrangements with Herts Valleys Clinical Commissioning Group and Hertfordshire Local Pharmaceutical Committee for the purpose of evaluating the service and making service payments.
- 5.6 Complete the MUR as per national service specification, review all medicines.
- 5.7 Review diabetes medicines using the diabetes consultation brief.
- 5.8 Agree with the patient an action plan to address the patient health needs. These recommendations will be followed up during your follow up intervention.
- 5.9 Complete the recorded measurements on the MUR /NMS patient record sheet or directly onto the PharmOutcomes data collection pro-forma.
- 5.10 Ask the patient to book in for the diabetes plus follow up consultation within 4-12 weeks. If the patient has had an NMS patient engagement consultation at the same time as the initial diabetes plus consultation you may wish to consider timing this at the same time as the follow up intervention to meet the national requirements for NMS.
- 5.11Request patient to complete a brief simple evaluation survey of the service experience.
- 5.12Enter all the details from the consultation necessary into the diabetes plus service record on PharmOutcomes.

## Follow-up consultation

- 5.13Contact the patient at the pre-arranged time. This can be face to face however can also be undertaken by telephone.
- 5.14Pharmacist to undertake the Diabetes Plus follow up consultation with the provided interview schedule and notes from the previous diabetes MUR / NMS Plus consultation.
- 5.15Request patient to complete a brief simple evaluation survey of the service experience.
- 5.16Enter all the details from the consultation necessary into the diabetes plus service record on PharmOutcomes.

## Records

5.17The pharmacy will maintain a record of the information gathered about the patient during the consultation and should be promptly recorded on PharmOutcomes ideally during the

- consultation if possible. For those pharmacies that do not have access to a computer terminal in the consultation room a paper consultation pro-forma may be used.
- 5.18The pharmacy will maintain a record of the consultation in the pharmacy held patient medication record.
- 5.19The pharmacy will maintain a record of the consultation and any intervention or lifestyle advice that is supplied on the IT system (PharmOutcomes) which will send a copy of the record to the patient's General Practitioner by secure email where a GP practice has supplied their secure email address. The supply will be recorded onto PharmOutcomes as soon as is possible after the supply and within 72 hours of the consultation.
- 5.20 Paper consultation pro-formas may be retained in the pharmacy in a safe and secure manner and protected from unauthorised access (in line with the NHS guidance for record retention) until the follow up consultation has been completed.

## 6. Payments

- 6.1 The commissioning CCG will pay an initial retainer fee and for two consultation fees for patients registered with the agreed GP practices within the commissioning CCG as follows:
  - 6.1.1 One upfront retainer fee of £50 to all pharmacies regardless of commencement of service to recognise attendance at the training event and preparing to offer the service
  - 6.1.2 A professional consultation fee of £15 for the first consultation to recognise the additional work required .for example lifestyle support, blood glucose meter support as part of the initial MUR /NMS consultation
  - 6.1.3 The pharmacy is still eligible to claim the national MUR/ NMS fee via the usual arrangements.
  - 6.1.4 A professional consultation fee of £15 will be paid for the follow up consultation and associated advice to a patient.
  - 6.1.5 The pharmacy is still eligible to claim the national NMS fee via the usual arrangements.
  - 6.1.6 Pharmacies must deliver a minimum of 2 initial diabetes consultations per month between September 2018 to 31st March 2019 (6 months) equalling a total sum of 12 initial diabetes consultations. Any pharmacy not delivering 12 consultations will have payment withheld until they meet the total sum of 12 first patient consultations.
- 6.2 The pharmacy will enter the service delivery information onto PharmOutcomes.
- 6.3 Payments will be made using the data entered on PharmOutcomes.
- 6.4 Payments will be made following the submission of an invoice for service activity.
- 6.5 The pharmacy will enter the service delivery information onto PharmOutcomes.
- 6.6 Payments will be made using the data entered on PharmOutcomes.
- 6.7 Payments will be made following the submission of an invoice for service activity as published by PharmOutcomes.
- 6.8 To support this process the LPC will process the invoices for the community pharmacies on a monthly basis and act as the distributor of the payments.
- 6.9 Funding is capped and pharmacies will be informed once the funding is reached which may mean the service ends early.

# 7. Confidentiality

- 7.1 Both parties shall adhere to the requirements of the Data Protection Act 2018 and the Freedom of Information Act 2000.
- 7.2 Any approaches by the media for comments or interviews must be referred to the communications team.

## 8. Indemnity

- 8.1 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.
- 8.2 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 the commissioner.

## 9. Service Availability

9.1 The pharmacy contractor should aim to ensure that the service is available throughout the pharmacy's opening hours (both core and supplementary) including Saturdays, Sundays and Bank Holidays when open.

# 10. Quality Standards

- 10.1The pharmacy reviews its standard operating procedures and the referral pathways for the service regularly.
- 10.2The pharmacy can demonstrate that pharmacists involved in the provision of the service have undertaken continuing professional development (CPD) relevant to this service.
- 10.3The pharmacy participates in any audit of service provision.
- 10.4The pharmacy co-operates with any assessment of service user experience.

## 11. Safeguarding

- 11.1Pharmacies and their staff are reminded of their existing obligations to comply with local and national guidance relating to child protection and vulnerable adult procedures.
- 11.2When dealing with all patients' pharmacy staff have a responsibility to consider if there is a potential safeguarding issue.
- 11.3If the pharmacy becomes aware of a potential safeguarding or child protection issue this should be dealt with using the pharmacy's Safeguarding Policy and discussed with the Duty Team at the relevant Safeguarding Children/Vulnerable Adults Board.

### 12. Governance

- 12.1The Pharmacy will effectively manage any complaints using the Pharmacy own internal complaints procedures which must be consistent with the NHS' and Local Authority Social Services and National Health Service Complaints (England) Regulations.
- 12.2Additionally the pharmacy will inform the commissioner of any complaint relating to the Service.
- 12.3The Pharmacy will manage any incidents in line with the requirements of the NHS Contractual Framework for community pharmacy.
- 12.4Additionally, the Pharmacy will directly report any incidents relating to the service to the commissioner. The Pharmacy will identify themselves on the paperwork (i.e. the incident will not be submitted anonymously). In response to incidents or near-misses the pharmacy must will reflect on current practice and, if appropriate, implement changes to reduce the risk of a similar event and improving the quality of care provided. The Pharmacy will consider and respond to the recommendations arising from any audit, Serious Untoward Incident report or Patient Safety Incident report produced by the commissioner.

# 13. Termination

13.1 Four weeks' notice of termination must be given if the pharmacy wishes to terminate the agreement before the given end date.

- 13.2The commissioner 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.
- 13.3The commissioner shall be entitled (without prejudice to its rights and remedies for any breach of this agreement and without prejudice to any continuing obligations you have under this agreement) to terminate this agreement immediately if the Provider seriously breaches the terms of this agreement including by any act or omission which prejudicially affects or is likely so to affect the interests of the Commissioner.

## 14. Monitoring and Evaluation

- 14.1Participating pharmacies and surgeries will be expected to participate in monitoring and evaluation to show:
  - 14.1.1 Assessment of time taken by pharmacist intervention
  - 14.1.2 Patient satisfaction with the service.
  - 14.1.3 Interventions given ie lifestyle advice; medication review
  - 14.1.4 Patient adherence to lifestyle interventions at follow up
  - 14.1.5 Patient adherence to medication at follow up
  - 14.1.6 Patients knowledge of the following areas at follow up:
    - 14.1.6.1 Use of Blood Glucose monitoring meters
    - 14.1.6.2 Sick day rules and driving rules
    - 14.1.6.3 physical activity, weight reduction, smoking cessation advice
    - 14.1.6.4 foot health
    - 14.1.6.5 retinal screening engagement
    - 14.1.6.6 referral to structured education programme i.e. DAFNE/DESMOND
    - 14.1.6.7 Referral or direction to other local services or information resources like Diabetes UK

Version	3.0
Developed by Executive Officer, Hertfordshire Local Pharmaceutical Committee	
Review date	April 2019