

Service Level Agreement and Service Specification for Community Pharmacy

Greater Manchester Improving Inhaler Technique through Community Pharmacy

Document Owner(s)

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Contents

| | |
|---|----|
| Document Owner(s)..... | 1 |
| Version Control | 1 |
| Period of Agreement & Review Date | 1 |
| Start Date | 1 |
| End Date..... | 1 |
| Date of review..... | 1 |
| 1. Service Objectives | 4 |
| 2. Service Overview..... | 4 |
| 3. Aims and Intended Service Outcomes | 4 |
| 4. Community Pharmacy Requirements & Responsibilities | 5 |
| 4.1. Suitable Area | 5 |
| 4.2. Training & Accreditation | 5 |
| 4.2.1. Pharmacists | 5 |
| 4.2.2. Pharmacy Technicians..... | 5 |
| 4.3. Additional Pharmacy requirements..... | 6 |
| 4.4. Service Availability and Equality & Diversity..... | 6 |
| 4.5. Professional Indemnity Insurance..... | 6 |
| 4.6. Health & Safety | 6 |
| 4.7. Professional Responsibility & Continuing Professional Development..... | 7 |
| 4.8. Safeguarding | 7 |
| 5. Service Description | 7 |
| 5.1. Patient Eligibility | 7 |
| 5.2. Patient Recruitment & Service Promotion..... | 7 |
| 5.3. Service Delivery: Initial Consultation | 7 |
| 5.4. Service Delivery: Follow up Consultation..... | 8 |
| 5.5. Equipment..... | 8 |
| 5.6. Significant Event Reporting..... | 9 |
| 5.7. Complaints | 9 |
| 6 Data & Records | 9 |
| 6.1 PharmOutcomes | 9 |
| 6.2 Data to record | 9 |
| 6.3 Data Protection | 10 |
| 6.4 Confidentiality and Freedom of Information (FOI) | 10 |
| 7 Quality & Performance | 10 |
| 7.1 Quality Standards..... | 10 |

| | | |
|---|--|----|
| 7.2 | Performance Monitoring | 11 |
| 7.3 | Key Performance Indicators (KPIs)..... | 11 |
| 8 | Payment & VAT | 12 |
| 9 | Contract Duration & Termination | 12 |
| 10 | Signatures | 13 |
| Appendix 1: Inhaler Technique Patient Pathway Flowchart 1 | | 14 |
| Appendix 2: Inhaler Technique Patient Pathway Flowchart 2 | | 15 |

1. Service Objectives

The purpose of the Improving Inhaler Technique through Community Pharmacy service is to provide a brief intervention service to patients receiving inhaled medication for respiratory disease. The Service is available to patients registered with a GP practice in Greater Manchester presenting a prescription for inhaled respiratory medication for the treatment of asthma or COPD to a participating pharmacy. This service is commissioned as an Enhanced Service under the Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2013.

2. Service Overview

This service may be delivered by a pharmacist or registered pharmacy technician, however the clinical and professional responsibility for overall service delivery remains with the pharmacist. The service must only be delivered under the direction of the responsible pharmacist, who can intervene as and when required.

The pharmacist or pharmacy technician shall provide an initial inhaler technique review and subsequent follow up (as clinically appropriate) to patients on inhaled medication for the treatment of asthma or chronic obstructive pulmonary disease (COPD). There is no age restriction for patients, but the service must be provided directly to the patient, not to the parent/carer on the patients' behalf.

The pharmacist or pharmacy technician will assess the patients' disease control, inhaler technique and provide health promotion information (e.g., stop smoking advice). The pharmacist or pharmacy technician will assess the inhaler technique of eligible patients with a follow up review within 12 weeks.

This service may be provided face to face or remotely via appropriate means. If provided remotely, the pharmacy contractor must ensure that a suitable method of delivery is available which supports patient confidentiality and ensures delivery to this service specification. The service may also be provided away from the pharmacy premises e.g., at the patient's home.

3. Aims and Intended Service Outcomes

The aim is to provide a service for patients diagnosed with either asthma or COPD that achieves:

- Improved patient outcomes through:
 - Assessment of inhaler technique
 - Improved patient understanding and hence adherence with inhaler therapy
 - Optimum use of inhaler therapy
 - A reduction in adverse events associated with inhaler treatment
 - Ensuring that patients who smoke are offered appropriate advice with regard to stop smoking
- Reduction in waste of inhaler therapies through:
 - Improved inhaler technique and improved use of therapies, leading to a reduction in wasted doses
 - A possible reduction in prescribed inhalers for poorly controlled conditions
 - Patients being encouraged to order only the prescription items that they need
- Measurable outcomes
 - Reduced prescribing of reliever inhalers as preventer inhalers are used more effectively
 - Reduced need for additional therapy for poorly controlled asthma or COPD

- Prescription synchronisation as only the inhalers needed are ordered leading to a reduction in time spent both ordering and dispensing repeat medication and the possibility of excess ordering being reduced
- Improved management of patient's asthma or COPD, measured through the use of technique demonstration and standard questions at initial screening and during follow up consultation

4. Community Pharmacy Requirements & Responsibilities

4.1. Suitable Area

The community pharmacy must provide a suitable area in which to undertake the Improving Inhaler Technique Service and give advice. The area must meet the following requirements:

- Patient and pharmacist or pharmacy technician can sit down together if required
- They can talk at normal speaking volumes without being overheard by staff or customers
- Patient and pharmacist or pharmacy technician can have a confidential conversation
- Area must be clean, tidy, and professionally presented

The availability of a suitable area can be reviewed as part of any service Commissioner quality or performance review.

4.2. Training & Accreditation

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

The pharmacy contractor has a duty to ensure that pharmacist or pharmacy technicians and staff involved in the provision of the service are aware of and operate within local protocols.

The pharmacy contractor is responsible for ensuring only pharmacists or pharmacy technicians holding a valid Declaration of Competence (DOC) provide this service. The contractor should retain a signed copy of the DOC on the pharmacy premises; a copy should be provided to the Commissioner if requested.

4.2.1. Pharmacists

Prior to commencing delivery of this service, pharmacists must self-declare their competence using the 'Declaration of Competence (DOC) for Improving Inhaler Technique through Community Pharmacy' available at www.cppe.ac.uk. Pharmacists or pharmacy technicians should ensure they re-accredit in line with the requirements of DOC; this is usually every three years.

Pharmacists must also attend a locally arranged service delivery session from an approved provider (see LPC website for more information) every three years whilst delivering the service.

Note – attendance at a locally arranged event does not preclude a pharmacist commencing service delivery, they should attend the next available event but can start to deliver the service if the DOC has been completed.

4.2.2. Pharmacy Technicians

Prior to pharmacy technicians delivering the service, they must have attended a locally arranged service delivery session from an approved provider (see LPC website for more information). Attendance at a locally arranged session is required every three years whilst delivering the service.

Pharmacy technicians must self-declare their competence using the 'Declaration of Competence (DOC) for Improving Inhaler Technique through Community Pharmacy' available at www.cppe.ac.uk. The completion of 'Inhaler technique for health professionals: getting it right' is mandatory. Pharmacists or pharmacy technicians should ensure they re-accredit in line with the requirements of DOC; this is usually every three years.

Pharmacy technicians should ensure that they are competent and confident in assessing and demonstrating inhaler technique with a variety of devices prior to offering the service to patients. The responsible pharmacist should provide initial and ongoing support to any pharmacy technicians new to delivering this service. The clinical and professional responsibility for overall service delivery remains with the pharmacist.

4.3. Additional Pharmacy requirements

A pharmacy must be fully compliant with their Essential Services before being commissioned to provide the service. If the pharmacy becomes non-compliant with their Essential Services, the scheme may be withdrawn.

A pharmacy must be fully compliant with any local services/schemes, that they provide which are supported by their Local Pharmaceutical Committee to provide the service.

4.4. Service Availability and Equality & Diversity

The pharmacy contractor must ensure that there are sufficient accredited pharmacists or pharmacy technicians and trained pharmacy staff available to provide the service before enrolling a patient.

If the pharmacy for whatever reason cannot provide the service, then the patient should be directed to the nearest pharmacy providing the service (see LPC website for pharmacy provider list).

The pharmacy must inform the commissioner if they are unable to provide the service for an extended period (defined as 4 weeks or more) due to any circumstance.

The pharmacy contractor must ensure the service is accessible, appropriate, and sensitive to the needs of all service users. No eligible patients shall be excluded or experience difficulty in accessing and effectively using this service due to their race, gender, disability, sexual orientation, religion or belief, gender reassignment, marriage or civil partnership status, pregnancy or maternity or age and in doing so comply with the requirements of the Equality Act 2010. It is the responsibility of the service provider to make reasonable adjustments to meet the individual needs of its patients.

The service should be provided according to the terms of Accessible Information Standards (July 2016).

4.5. Professional Indemnity Insurance

The pharmacy contractor 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. Proof of adequate insurance should be provided to the commissioner if requested.

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 or CHL.

4.6. Health & Safety

In addition to the specific health and safety requirements for staff providing this service, the service provider shall comply with the requirements of the Health and Safety at Work Act 1974, the

management of health and safety at work regulations 1999 and any other acts, regulation, orders or rules of law pertaining to health and safety.

4.7. Professional Responsibility & Continuing Professional Development

This service specification does not remove inherent professional obligation or accountability. All pharmacists and pharmacy technicians involved in providing this service must adhere to their professional code of conduct and at no point does this service abrogate their professional responsibility. Professional judgement must be used at all times.

It is the professional's responsibility to practice only within the bounds of their own competence.

The responsible pharmacist on each given day has overall responsibility for ensuring the service is delivered in accordance with this service specification.

Where there are concerns regarding individual poor performance in the delivery of this service, these will be addressed as a clinical governance matter.

4.8. Safeguarding

The pharmacy contractor is reminded of their existing obligations to comply with local and national guidance relating to vulnerable adult procedures.

When dealing with all patients, the pharmacy team have a responsibility to consider if there is a potential safeguarding issue including raising awareness with the patient's GP if appropriate.

The pharmacy team shall actively work to protect service users and their families from abuse and ensure that local multiagency safeguarding procedures are followed where there are any concerns of abuse in relation to any children or adults.

5. Service Description

5.1. Patient Eligibility

Any patient on inhaled medication for the treatment of asthma or chronic obstructive pulmonary disease (COPD). There is no age restriction for patients, but the service must be provided directly to the patient, not to the parent/carer on the patients' behalf.

5.2. Patient Recruitment & Service Promotion

The pharmacy team are responsible for the promotion of the service locally, and for making full use of any promotional materials for the service, made available by the commissioner.

5.3. Service Delivery: Initial Consultation

This service can be provided by a pharmacist or pharmacy technician who has completed the training requirements as outlined in section 4.2.

- The patient will be asked about their inhaler technique and recruited into the service by a relevant pharmacy team member seeking written informed consent (recorded on PharmOutcomes)
- The necessary information required by the service will be completed on PharmOutcomes by the relevant pharmacy team member together with the ACT or CAT score depending on whether the patient has asthma or COPD
- The pharmacist or pharmacy technician shall review the ACT/CAT score to see how well controlled or not the condition is. The patient's technique shall then be further assessed using the In-Check device (unless the patient always uses a spacer)

- The pharmacist or pharmacy technician shall, depending on the needs of the patient, demonstrate the correct technique for the device used and give the patient the link to the webinars to enable the patient to view these after the consultation
- Should the pharmacist or pharmacy technician assess that the device being used by the patient is inappropriate in any way, they should make a recommendation to the patient's GP for a change of device
- Should the assessment identify that the patient's inhaler therapy could be rationalised (e.g., multiple device types to a single range) or optimised in any way, then the pharmacist taking professional responsibility for the service delivery. should make a recommendation to the patient's GP
- An appointment shall then be made for the follow-up visit; the pharmacist or pharmacy technician will take an appropriate contact details (e.g., telephone number or email address) for the patient so that they can be reminded of their appointment
- The patient will be given an appropriate appointment reminder prompt with the date and time of the appointment together with the phone number of the pharmacy should they need to change the appointment

Please note – if the patient demonstrates good technique and control using the In-Check and the ACT/CAT shows good control, then they will NOT be invited back for the 2nd visit, and payment for the initial consultation should be claimed.

5.4. Service Delivery: Follow up Consultation

This service can be provided by a pharmacist or pharmacy technician who has completed the training requirements as outlined in section 4.2.

- To be carried within 12 weeks after the initial consultation
- An appropriate pharmacy team member shall record the required patient information on PharmOutcomes. This shall include repeating the ACT/CAT scores, noting any improvement (or not) on the patient's initial scores
- The pharmacist or pharmacy technician shall assess the patient's technique using the In-Check device and ask if the patient needs any additional information to support improving their technique
- If a change of device or other inhaler intervention was recommended at the initial visit, the pharmacist or pharmacy technician shall check that this request has been actioned
- If there has been no improvement in the technique or in the ACT/CAT scores (unless they were very good initially) then the pharmacist or pharmacy technician will undertake a consultation with the patient to understand if they can offer any further help/support. The pharmacy shall be remunerated accordingly as they have completed both consultations
- If a positive change in ACT/CAT score is identified at this consultation, the pharmacy will be eligible to claim an additional £5.00 payment in respect of that patient

Patients, who after the follow up consultation still demonstrate poor technique, shall be referred to their GP practice via the local referral process. Guidance and a template form that can be utilised are available from GM LPC and Bolton LPC.

5.5. Equipment

The pharmacy must have a selection of placebo inhalers covering the different device types. The pharmacy must also have an In-Check® device. It is the responsibility of the pharmacy to source and purchase the equipment.

5.6. Significant Event Reporting

The pharmacy team is required to report any patient safety incidents in line with the Clinical Governance Approved Particulars for Pharmacies.

The pharmacy contractor will directly report any incidents relating to the service to the Commissioner and if serious to NHS England in line with the Community Pharmacy Contractual Framework requirements. In response to incidents or near-misses the pharmacy 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 team will consider and respond to the recommendations arising from any audit, Serious Untoward Incident report or Patient Safety Incident report produced by NHS England. The pharmacy team consents to the sharing of patient anonymised service activity data with the Commissioner, Community Pharmacy Greater Manchester Healthcare Limited (CHL) and Local Pharmaceutical Committees (LPCs) for the purpose of auditing the quality of the service, evaluating the service, and making service payments.

5.7. Complaints

The Pharmacy will effectively manage any complaints using the community pharmacy's own internal complaints procedures which must be consistent with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, as amended.

The pharmacy team will inform the commissioner of any complaint relating to the service. The pharmacy team will manage any incidents in line with the requirements of the NHS Contractual Framework for Community Pharmacy.

6 Data & Records

6.1 PharmOutcomes

The pharmacy contractor must agree to use PharmOutcomes® to collect all data and claim fees associated with this service.

PharmOutcomes® is a web-based system which helps community pharmacies provide services more effectively and makes it easier for the commissioner to audit and manage these services. By collating information on pharmacy services, it allows local and national level analysis and reporting on the effectiveness of commissioned services, helping to improve the evidence base for community pharmacy services

PharmOutcomes® will be used in this service as a tool to:

- capture data about the service delivered to each client
- facilitate the transfer of patient information to the GP where appropriate
- arrange payment for the delivery of the service

Pharmacy teams must ensure that they have the log in details for PharmOutcomes®. Pharmacy staff should be familiar with the service on PharmOutcomes® and the information that is required to complete a record before the system is used. NB adding a test client will trigger a false claim.

It is best practice to complete the consultation form electronically at the time of the consultation.

6.2 Data to record

The pharmacy will maintain a record of the consultation on PharmOutcomes® and all data required is included as a mandatory field in PharmOutcomes®.

6.3 Data Protection

All relevant records must be managed in line with Records Management Code of Practice for Health and Social Care.

Equipment used to store records should provide storage that is safe and secure from unauthorised access and which meets health and safety, and fire regulations, but which also allow maximum accessibility of the information commensurate with its frequency of use.

The pharmacy team will treat as confidential and restrict access to records and documents containing information relating to individual patients managed under the terms of the service to personnel authorised to participate in the service and, in the appropriate circumstances, other health care professionals and agencies, in line with local confidentiality arrangements, including where appropriate, the need for the permission of the client to share the information.

All parties will comply with the Data Protection Act 2018 and other legislation covering access to confidential client information. The requirement for confidentiality will be balanced with the needs of the service user.

6.4 Confidentiality and Freedom of Information (FOI)

All data will remain the property of the commissioner, however the pharmacy contractor will retain responsibility as the data controller for patient data captured as part of service delivery.

Each participating contractor must have in place and follow a comprehensive confidentiality policy and shall adhere to General Data Protection Rules (GDPR), other requirements of the Data Protection Act (DPA) 2018 and the Freedom of Information Act 2000.

Where for the purposes of delivering the agreed services, it is necessary for the community pharmacy contractor to hold patient identifiable information i.e., that is subject to NHS Rules on protection and disclosure under the supervision of a named "Caldicott Guardian" / Information Governance Lead on behalf of the partners, it shall not disclose such information without the prior consent in writing of the Caldicott Guardian / Information Governance Lead of the Commissioner. It may then disclose patient identifiable information for proper purposes under procedures supervised by the Caldicott Guardian / Information Governance lead of the Host organisation.

This consent may be given in general or specific terms but cannot authorise any greater degree of disclosure than would be permitted under the Caldicott / information governance arrangements of either party.

All parties will endeavour to maintain appropriate confidentiality regarding information that is proprietary to each of the partners within the context of shared working.

Any approaches by the media for comments or interviews must be referred to the Commissioner via the england.gmtop@nhs.net generic email address.

7 Quality & Performance

7.1 Quality Standards

The pharmacy team agrees to comply with the following quality standards:

- The pharmacy makes full use of any promotional materials for the service, made available by the commissioner
- The pharmacy has appropriate health promotion and self-care material available for the user group and promotes its uptake

- The pharmacist ensures that all clinical advice provided, is in line with national/local guidelines. The pharmacist remains professionally accountable for all service delivery and the actions of any pharmacy technician delivering the service
- The pharmacist or pharmacy technician actively promotes the service to those patients

7.2 Performance Monitoring

The pharmacy contractor will have an NHS dispensing contract with NHS England Greater Manchester and must fully comply with its Terms of Service under The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, for delivery of Essential Services.

The commissioner retains the right to audit any part of the service at any time to ensure continued quality.

The commissioner reserves the right to ask for evidence from the Pharmacy that it is following the procedures outlined in this specification.

The service provider will co-operate with any commissioner-led assessment of service user experience or audit of the service in order to evaluate service provision and identify areas for service improvement.

The commissioner reserves the right to evaluate other health professionals' perception of the overall quality of the service.

Changes to the level or quality of the service will not be introduced without prior agreement with the commissioner. Changes will be communicated and authorised in writing to all service providers.

Routine performance management of this service will be managed by CPGM Healthcare Ltd. (CHL). Performance management involves reporting on a provider's performance to a set of Key Performance Indicators (KPIs), support phone calls/visits to community pharmacies and other clinical support/guidance to community pharmacies.

A pharmacy who persistently fails to meet the required KPIs and service outcomes will be decommissioned and therefore no longer able to provide this locally commissioned service. Pharmacies who are decommissioned may also find themselves not included in future services commissioned by or through GMHSCP. It is in the interests of your patients, your pharmacy and of Community Pharmacies across Greater Manchester to demonstrate the benefit this service can bring to your patients with Asthma and COPD.

7.3 Key Performance Indicators (KPIs)

Pharmacy contractors agree to be measured against the following Key Performance Indicators:

- Each pharmacy will deliver a minimum of 1 consultation per month
- Each pharmacy will follow up patients where clinically appropriate and if not clinically appropriate will document the reasons why
- CAT/ACT score will be recorded for every consultation
- All patients who report they are a current smoker will be referred for smoking cessation advice/support and this will be recorded

Reports will be distributed on a regular basis to show KPI performance. Any contractor with queries about performance management, or who would like additional support should contact CHL via email: enquiries@cpgmhealthcare.co.uk

8 Payment & VAT

It is the responsibility of the individual pharmacy contractor to inform the commissioner of any change in ownership or account details which may affect payments for Locally Commissioned Services.

Prior to the provision of the service, the pharmacy contractor must ensure that both their premises, pharmacist(s) and pharmacy technician(s) meet the requirements outlined in this Service Specification.

Payments will only be made to those pharmacy contractors who have signed up to the Service Specification and SLA.

The commissioner shall provide access to PharmOutcomes® for the recording of relevant service information for the purposes of audit and the claiming of payment for initial and follow up assessments. All payments will be made based on the data recorded and submitted through PharmOutcomes®.

It is the responsibility of the Community Pharmacy contractor to ensure all service data is entered onto PharmOutcomes® in line with the detail laid out in this Service Specification document, in order to ensure payments will be made promptly. No payment will be made if the required information has not been recorded on PharmOutcomes®.

Community Pharmacy Greater Manchester Healthcare Ltd (CHL) on behalf of the Commissioner will pay participating pharmacy contractors as follows:

- A £10.00 payment will be made on completion of the initial consultation
- A further £7.00 payment will be made on completion of the follow up, if clinically appropriate
- An additional payment of £5.00 per patient will be payable if a positive change to ACT / CAT score is recorded at the follow up consultation

All payments will be made on a monthly basis. PharmOutcomes® will generate the invoices for payment. Payment shall be made by BACS.

VAT - Exempt

Payments are made to the Pharmacy Contractor, not individual Pharmacists. The Commissioner reserves the right to verify claims by, but not limited to, inspecting paper and computer records in accordance with ethical guidelines.

9 Contract Duration & Termination

This agreement is for the period 1st February 2021 – 31st March 2022 (see Section 4 Termination). There is funding available for delivery of 1000 reviews. The service will terminate before 31st March 2022 if this ceiling is reached. Contractors will be given at least one month's notice of this eventuality.

One month's notice of termination must be given if the pharmacy or the commissioner wishes to terminate the agreement before the given end date.

The 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 contractor.

Any evidence gathered and available pertaining to malpractice, negligence or fraud will be passed on to the GPhC and NHS Counter Fraud and precipitate appropriate actions being taken by the commissioner.

10 Signatures

All parties agree to the content of the service level agreement and agree to deliver the service in line with the core requirements outlined above

This service is commissioned as an Enhanced Service under the Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2013.

Signed for and on behalf of The Contractor (Owner) of the Community Pharmacy

(Contractor Name/Legal Entity)

(Signature)

(Date)

(Pharmacy trading name, address and ODS code)

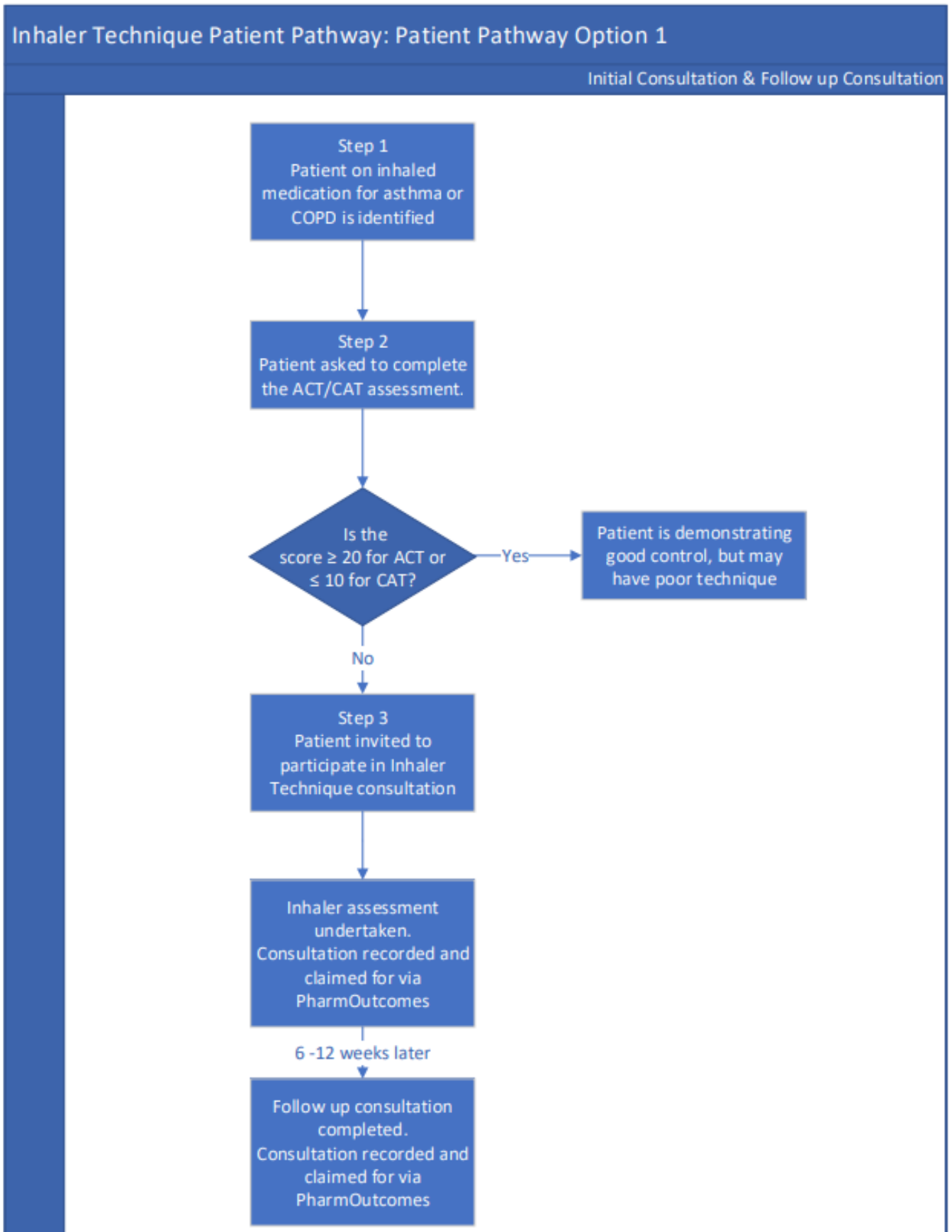
(If a Distance Selling Pharmacy, by signing the pharmacy contractor declares that there will be no face-to-face delivery of essential pharmaceutical services at or in the vicinity of the pharmacy premises)

Signed for and on behalf of **NHS England and Improvement as part of the Greater Manchester Health and Social Care Partnership** (The Commissioner) All parties agree to the content of the service level agreement and agree to deliver the service in line with the core requirements outlined above.

Signed for and on behalf of the commissioner:

| Signature | Name and Designation | Date |
|-----------|--|------|
| | Laura Browse, Director of Primary Care Interim | |

Appendix 1: Inhaler Technique Patient Pathway Flowchart 1



Appendix 2: Inhaler Technique Patient Pathway Flowchart 2

