Community Pharmacy Agreement for Antiviral Medicines Service

1. Commissioner and Provider

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

The agreement will terminate on 31st March 2023.

2. Service Description

2.1 This service is aimed at the supply of Antiviral Medicines, the demand for which may be urgent and/or unpredictable.

2.2 The pharmacy contractor will stock a locally agreed range of antiviral medicines and will make a commitment to ensure that users of this service have prompt access to these medicines at all times the pharmacy is open.

2.3 The pharmacy will provide information and advice to the user, carer and clinician.

3. Aims and Intended Service Outcomes

3.1 To improve access for people to these antiviral medicines when they are required by ensuring prompt access and continuity of supply.

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 The pharmacy contractors to deliver this service have been identified from the pharmaceutical needs assessment and in conjunction with Durham and Darlington LPC.

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. All stock should be in date and any expired stock claimed for reimbursement using the approved form (appendix 2).

4.3 The pharmacist and staff will telephone the next nearest pharmacy that holds Antivirals if no stock is available, to ensure the second pharmacy has stock before signposting the person presenting the prescription for dispensing.

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 CCG will cascade information via LPC newsletters regarding the service development and any requirements for updating the knowledge of pharmacy staff.

4.8 Public Health England publishes all guidance for antiviral use with flu season and non-flu season. The following link is for access to their guidance

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/833572/PHE_guidance_antivirals_influenza_201920.pdf

4.9 The CCG will agree with local stakeholders the medicines formulary and stock levels required to deliver this service. The CCG will regularly review the formulary to ensure that the formulary reflects the availability of new medicines and changes in practice or guidelines. See Appendix 1 for the current formulary that pharmacies should stock.

4.10 The CCG will reimburse the cost of replacing date expired stock of the medicines in the formulary. All expired medicines will be reimbursed via the procedure and claim form in Appendix 2. Please note that the claim form must be accompanied by the outer packaging of the expired medicine for audit purposes.

4.11 The CCG will pay an annual retainer to the pharmacy contractor of £150 for the availability of the provision of anti-virals within the opening time of the pharmacy contractor.

4.12 The CCG 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 CCG organised audit of service provision, if required by the CCG.

5.4 The pharmacy co-operates with any locally agreed CCG-led assessment of service user experience.

5.5 The CCG will record all claims for expired drug stock and report annually to the relevant prescribing committee and the LPC on the cost of the service including the annual retainer paid to each contractor.

6. Price and Payment Details

6.1 Pharmacy contractors will be paid £150 per year as an annual retainer for the anti-viral medication service detailed within this specification.

6.2 Pharmacies will be reimbursed the cost of any expired anti-viral drug listed in Appendix 1.

6.3 Claims for the anti-viral drug must be via the claim form within appendix 2.

6.4 All claim forms must be accompanied by the anti-viral drug outer packaging for audit purposes.

6.5 Please submit all claims by email to the NECS finance team at the following address - necsu.minorailments@nhs.net

7. Monitoring arrangements

7.1 The CCG/ CSU Medicines Optimisation Team will monitor use of the anti-viral medication list and discuss updates to the list with CCG staff/Foundation trust Staff and LPC.

7.2 NECS will record all claims for expired drug stock and report annually to the relevant prescribing committee and the LPC on the cost of the service.

7.3 The CCG/CSU Medicines Optimisation Team and the LPC will review any incidents or concerns raised regarding the service at the Joint Working with 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 21st 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 CCG, NHS England or the Department of Health.

9.3 The pharmacy shall be liable for, and shall indemnify the CCG, 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 CCG 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 CCG without prejudice to any other rights and remedies available.

10. Resolution of Disputes

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

10.2 In the event of continued dispute, the CCG 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 CCGs or any other NHS body in existence to future funding of the service described once the agreement terminates.

Appendix 1 – Specialist Drugs to be stocked. (Updated Dec 2019)

Anti-viral Product	**Stock Level**
Tamiflu (oseltamivir) hard capsules 30mg	5 boxes of packsize 10
Tamiflu (oseltamivir) hard capsules 45mg	2 boxes of packsize 10
Tamiflu (oseltamivir) hard capsules 75mg	5 boxes of packsize 10

Appendix 2 Community Pharmacy Antiviral Drug Out Of Date Stock Reimbursement Form

If your pharmacy wishes to claim for the out of date anti-viral drug stocks then we require you to complete this claim form and attach the anti-viral drug empty box.

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 email necsu.minorailments@nhs.net

Name of Pharmacy:	
Address of Pharmacy	
Name of Drug	
Strength of Drug	
Quantity:	
Pharmacist's Signature	
Pharmacist's Name (please print clearly)	
Date	

Total claimed	£……

Appendix 3 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 necsu.minorailments@nhs.net* OR North of England Commissioning Support, John Snow House, Durham University Science Park, Durham, DH1 3YG**

Name of Pharmacy:	
Address of Pharmacy:	
Value Claimed in this period (please tick)	
Claim for £150 fee agreed for period April 2022 to March 2023	
Pharmacist's Signature	
Pharmacist's Name (please print clearly)	
Date	