# Outsourcing repeat prescribing services – advice for GP practices

Several companies are now offering prescribing services to practices that will provide a non-medical prescribing (NMP) pharmacist to cover some of the practice prescribing needs remotely. This is different to arrangements for employing pharmacists directly to work within the PCN or practice through ARRS funding to meet the requirements of the PCN DES. Before entering any such arrangement practices should be aware of appropriate governance arrangements and processes to follow.

Seek advice from the ICB primary care contracting and medicines optimisation teams.

## Considerations:

* Any sub- contract agreement for clinical service for GMS services will need full ICB approval before starting the arrangements. The agreement will need to be approved by ICB Primary Care Contracts and signed off by PCOG and PCCC as part of the ICB governance. See later for relevant extracts of GMS contract 15.9 Sub-contracting of clinical matters. The practice will need to confirm that it is reasonable to subcontract the service.
* The ICB will be looking for assurance about what due diligence the practice has undertaken and proposed contractual arrangements to assure the providers suitability e.g.
  + Professional qualifications and competency,
  + Insurance and professional indemnity
  + Financial considerations
  + Safeguarding
  + Registration of the company to meet all relevant digital governance requirements (ICO and DSP Toolkit standards)
  + Data sharing and DPO approval,
  + Clear definition of services covered in the sub-contractual agreements.
* The ICB has an obligation to respond to the practice within 28 days of the date of receiving notice
* CQC Regulation 19 requires the practice to be assured that the pharmacist prescriber has appropriate Smartcard registration, professional indemnity cover (see points later), DBS checks, and mandatory training checks. These should be included within any subcontracting arrangements.
* CQC guidance is that NMPs should not prescribe outside their competency, and that practices have systems to make sure NMPs are working within their competence. The professional indemnity for the pharmacist prescriber should identify their boundaries of scope of practice. If all practice repeat prescribing is included within the arrangement the scope of practice would need to encompass this. See [Surrey Heartlands Non-Medical Prescribing guidelines](https://surreyccg.res-systems.net/PAD/Guidelines/Detail/6246).
* The pharmacist prescriber must be registered with the ICB as a prescriber to obtain a prescriber code. They should not prescribe under a GP prescriber code. See [Surrey Heartlands guidance on prescriber codes and cost centres](https://surreyccg.res-systems.net/PAD/Guidelines/Detail/4979).

## References:

<https://www.cqc.org.uk/guidance-providers/gps/gp-mythbuster-95-non-medical-prescribing>

[Surrey Heartlands Non-Medical Prescriber’s Guidelines](https://surreyccg.res-systems.net/PAD/Guidelines/Detail/6246)

[Surrey Heartlands guidance on prescriber codes and cost centres](https://surreyccg.res-systems.net/PAD/Guidelines/Detail/4979)

The leading sections from the GMS sub-contracting say:

15.9. *Sub-contracting of clinical matters*

15.9.1. Subject to clause 15.9.2, the Contractor must not sub-contract any of its rights or duties under the Contract in relation to clinical matters to any person unless:

(a) in all cases, including those duties relating to out of hours services to which fall within clauses 15.10.1 to 15.10.15 it has taken reasonable steps to satisfy itself that:

(i) it is reasonable in all the circumstances to do so and

(ii) the person to whom any of those rights or duties are sub-contracted is qualified and competent to provide the service; and

(b) except in cases which fall within clauses 15.10.1 to 15.10.15, the Contractor has given notice in writing to the Board of its intention to sub-contract as soon as reasonably practicable before the date on which the proposed sub-contract is intended to come into effect.

Section 15.9.5 of the GMS contract states the following:

15.9.5. The Contractor must not proceed with a sub-contract or, if the subcontract has already taken effect, the Contractor must take steps to terminate it, where:

(a) the Board gives notice in writing of its objection to the sub- contract on the grounds that the sub-contract would:

(i) put the safety of patients at serious risk, or

(ii) put the Board at risk of material financial loss; and notice is given by the Board before the end of the period of 28 days beginning with the date on which the Board received a notice from the Contractor under clause 15.9.1(b), or

(b) the sub-contractor would be unable to meet the Contractor’s obligations under the Contract.

15.9.2. Clause 15.9.1(b) does not apply to a contract for services with a health care professional for the provision by that professional personally of clinical services.