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| MEMORANDUM OF UNDERSTANDINGParticipation in shared care arrangements between North East London GP practices and private sector organisations |

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**This Memorandum of Understanding (MoU) defines the minimum good practice requirements, assurance and governance that must be in place between the private care provider, the practice and the patient, in order for shared care to be considered. The final decision to prescribe rests with the prescribing clinician.**

**This document should be read in conjunction with the North East London ‘NHS and private interface prescribing guidance’.**

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| **Document control**  |
| **Title** | Memorandum of understanding: participation in shared care arrangements between North East London GP practices and private sector organisations |
| **Version**  | 1.0 |
| **Produced by**  | North East London Pharmacy and Medicines Optimisation Team |
| **Approved by**  | North East London Formulary and Pathways Group (FPG)  |
| **Date approved**  | 12/03/2024  |
| **Ratified by**  | North East London System Prescribing and Medicines Optimisation Board (SyPMO)  |
| **Date ratified**  | 26/03/2024  |
| **Review date**  | 26/03/2027  |
| **Linked document** | NHS and private interface prescribing guidance |

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## Background

* 1. This document has been developed to provide information on primary care prescribing and monitoring responsibilities, and aims to assist primary care prescriber decision making when being requested to prescribe under shared care by patients following a private consultation. **The primary care prescriber is under no obligation to accept shared care based on the recommendation of a private specialist.**

* 1. Medicines considered suitable for shared care are those which should be initiated by a specialist, but where prescribing and monitoring responsibility may be transferred to primary care. Due to their potential side effects, shared care medicines usually require significant regular monitoring, and/or regular review by the specialist is needed to determine whether the medicines should be continued.
	2. Shared care with private providers is not routine practice due to the general principle of keeping as clear a separation as possible between private and NHS care. Shared care is currently set up as an NHS service. However, it is acknowledged that there are significantly long waiting lists for patients to be seen under the NHS, a problem that has been exacerbated by the pandemic. More and more patients are expected to seek medical treatment privately as a result, therefore, the decision to prescribe under private shared care arrangements will be at the primary care prescriber’s discretion.
	3. Shared care may be appropriate where private providers are providing commissioned NHS services and where appropriate shared care arrangements are in place.
	4. The prescribing of more specialist hospital-only medicines remains the sole responsibility of the specialist and primary care prescribers should not prescribe these medicines regardless of where the medicine was initiated. Please refer to the local [formularies](https://primarycare.northeastlondon.icb.nhs.uk/home/meds/) to determine the status of a particular medicine.

## Acceptance of shared care for medicines

* 1. Sharing of care for a medicine with the primary care prescriber should only take place once the primary care prescriber has agreed to the prescribing and monitoring request in each individual case.
	2. Transfer of prescribing and monitoring responsibility to a primary care prescriber without prior agreement is not appropriate. The prescribing and monitoring responsibility must remain with the private specialist until shared care has been agreed by the primary care prescriber. The patient should be counselled by the private specialist accordingly, including the financial implications of prescriptions and monitoring tests, prior to initiation of the medication.
	3. There are three possible options for handling requests for the primary care prescriber to prescribe a ‘shared care’ medicine from a private specialist:
1. The primary care prescriber declines and offers the patient the option of being referred for ongoing care under the NHS for their condition (where an NHS commissioned service exists).
2. The primary care prescriber declines and the patient continues to be managed by their chosen private care provider.
3. The primary care prescriber agrees, in exceptional circumstances, to prescribe the ‘shared care’ medicine. **If prescribing under private shared care is being considered then the information below can be used to support decision making.**

## Conditions for accepting private shared care in exceptional circumstances

* 1. There is an approved shared care guideline/protocol (produced by the private provider) in place for all parties to refer to during the course of the shared care arrangements. Shared care guidelines/protocols originating from the private sector will need to demonstrate where approval for use was agreed for governance purposes, such as an appropriate medicines committee (e.g. signed by a medical director). See [reference 1](https://www.sps.nhs.uk/articles/rmoc-shared-care-guidance/) for list of suggested standards for shared care protocols.
	2. By signing this MoU, the **patient** understands that the shared care arrangement is only in place as long as they are under the care and clinical oversight of the private specialist. The patient must sign to agree that they commit to continuing being seen under the private specialist for the entire duration of treatment with the ‘shared care’ medicine. If care under the private specialist discontinues, then the shared care arrangement will cease to exist and prescriptions will no longer be available for the ‘shared care’ medicine from the primary care prescriber.
	3. By signing this MoU, the **private specialist** confirms and completes the information in the ‘[shared care checklist](file:///N%3A/CHCCG/C%26amp%3BHCCG%26amp%3BCSS/Programme%20Boards/Prescribing/MMT/NEL%20ICB%20%20Meds%20Committees/NEL%20Formulary%20%26amp%3B%20Pathways%20Group/Shared%20care/MoU%20private%20shared%20care/Private%20shared%20care%20memoradum%20of%20understanding%20%28NEL%29%20draft%20v0.1.docx#_Shared_care_checklist)’ (Appendix 1).
	4. By signing this MoU, the **primary care prescriber** confirms they will prescribe the medicine to the patient as long as they have the assurance it is safe to prescribe, following any required monitoring results received from the specialist and shared care arrangements are in place.
	5. This MoU will be signed by the private specialist making the shared care request to the primary care prescriber, the principal lead GP (or designated primary care prescriber) of the practice and the patient. This document will be filed into the patient’s medical record, along with the approved shared care guideline/protocol.
	6. The private specialist should wait until a **signed copy** of the shared care agreement has been received before transferring prescribing and monitoring responsibility to the primary care prescriber.
	7. The offer and acceptance of the MoU should together constitute an agreement between the North East London (NEL) GP practice, the private specialist and the patient. In the event that the patient moves out of area to a non-NEL practice, this MoU will be void and new arrangements will need to be made as to who will continue prescribing.

## Duration, review, variation and termination of MoU

* 1. The period covered by the MoU will be from the date signed by the private specialist, GP practice and patient, until the shared care medication is no longer required OR the patient’s care is no longer under the private specialist. Where longer term care maybe required, all parties should ensure that the MoU is adequately reviewed and remains relevant throughout the period of its use.
	2. The private specialist or GP practice may terminate this agreement by giving a minimum of 28 days’ notice in writing, or sooner if the clinical circumstances dictate it.

**References**

1. Regional Medicines Optimisation Committee (RMOC): Shared Care for Medicines Guidance – A Standard Approach. February 2021. Accessed via: <https://www.sps.nhs.uk/articles/rmoc-shared-care-guidance/>
2. Memorandum of Understanding between Barking & Dagenham, Havering and Redbridge GP practices and private sector organisations for any participation in shared-care arrangements. June 2022.

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## Appendix 1: Shared care checklist (to be completed by the private specialist)

The **shared care guidance/protocol** provided by the private specialist should include a brief overview of the condition and more detailed information on the medicine being transferred including the following points as a minimum. The **private specialist** confirms that the document shared with the GP provides:

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| **Select** |  |
|  | A clinical summary, which should include a brief overview of the condition. |
|  | The indication of medicine, dose, route of administration, duration of treatment, adverse effects (including their incidence, identification and management), clinically relevant medicines interactions and their management, cautions contraindications and exclusions, and summary of NICE, BNF, SPC or other guidance where applicable. |
|  | Define the responsibility of the specialist and the primary care prescriber for monitoring and adjusting treatment. |
|  | Define how often the patient will be reviewed and provide a ‘route of return’ should their condition change (such as a return of symptoms, or a development of adverse effects). |
|  | Communication network and emergency support. Define the back-up facilities available to the primary care prescriber from the specialist with whom the agreement is made. |
|  | Include explicit criteria for review and discontinuation of the medicine, with emphasis that these criteria should be communicated to the patient. |

The **private specialist** confirms that:

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| **Select** |  |
|  | Patient has been counselled on the process of shared care and understands that shared with a private provider may not be accepted with their NHS primary care prescriber (GP practice). |
|  | Patient has been counselled appropriately on the treatment. |
|  | Transfer of prescribing will only happen following a successful initiation and stabilisation period and with the agreement and understanding of the patient/carer. |
|  | Patient is optimised on the medicine with no further changes anticipated in the immediate future. |
|  | Relevant monitoring results will be timely shared with the GP in order to ensure the safe prescribing of the shared care medicine. |

## Appendix 2: Signed agreement (to be completed by the private specialist, GP and patient)

The private specialist, GP and patient hereby accept the terms and conditions set out in the above MoU.

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| **To be completed by the patient** |
| Patient’s name |  |
| Patient’s DOB |  |
| Patient’s address  |  |
| Signature (e-signature is accepted) |  |
| Date |  |

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| **To be completed by the private specialist**Ensure the shared care checklist (appendix 1) has also been completed |
| Medicine and condition being treated |  |
| Clinic name |  |
| Clinic contact details (for queries) |  |
| Name and role of private specialist |  |
| Signature (e-signature is accepted) |  |
| Date |  |

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| **To be completed by the principal GP (or delegate)** |
| Practice name |  |
| Practice contact details (for queries) |  |
| Name of principal lead GP (or delegate) |  |
| Signature (e-signature is accepted) |  |
| Date |  |

The period covered by this MoU will be from the date signed by the private specialist, GP practice and patient, until the shared care medication is no longer required OR the patient’s care is no longer under the private specialist.

The private specialist or GP practice may terminate this agreement by giving a minimum of **28 days’ notice** in writing, or sooner if the clinical circumstances dictate it.

***Signed document to be filed in the patient’s note***