**Template Service Specifications for NHS Community Pharmacy Emergency Supply Service**

[Originally published Dec 2013 and amended in Feb 2014]

**1. This agreement is between**

**NHS England xxx Area Team** (the Commissioner)

Address

**And the Provider:** (“the pharmacy”)

**Trading as:**

Address:

Contractor ODS code: F

**2. Purpose**

The purpose of the Community Pharmacy Emergency Supply Service is to ensure that patients can access an urgent supply of their regular prescription medicines where they are unable to obtain a prescription before they need to take their next dose. The service may be needed because the patient has run out of a medicine, or because they have lost or damaged their medicines, or because they have left home without them. The aim of this service is to relieve pressure on urgent and emergency care services and general practitioner appointments at times of high demand.

In an emergency, a pharmacist can supply prescription only medicines (POMs) to a patient (who has previously been prescribed the requested POM) without a prescription at the request of the patient. This emergency supply is not an NHS service and patients may therefore be asked to pay the cost of the medicine. This can lead to some patients seeking supplies or emergency prescriptions from urgent or emergency care providers. This service will allow the supply of a medicine at NHS expense where the pharmacist deems that the patient has immediate need for the medicine and that it is impractical to obtain a prescription without undue delay (such as when demand for urgent appointments is very high).

This service may be commissioned using the provisions within the Human Medicines Regulations 2012 which allow pharmacists to make emergency supplies, subject to certain conditions.

**3. Period**

This agreement is for the period [start date] to [end date].

[The Area Team may also wish to specify times during the day when the service can be provided, for example during the out of hours period or in-hours for temporary residents, or when very high demand on services means a prescription cannot be obtained without undue delay.]

**4. Termination**

One months’ notice of termination must be given if the pharmacy wishes to terminate the agreement before the given end date.

NHS England xxx Area Team 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.

**5. Obligations**

The pharmacy will provide the service in accordance with the specification (Schedule 1).

NHS England xxx Area Team will manage the service in accordance with the specification (Schedule 1).

**6. Payments**

NHS England xxx Area Team will pay the following:

A professional fee of **£X** will be paid for each emergency supply at the request of the patient. If more than one medicine is supplied to an individual patient, an additional fee of £Y will be paid for each additional item supplied.

[NHS England and PSNC agree that a reasonable payment for this service is £10 per consultation plus £2 for dispensing each item over and above the first item plus the cost of the medicines + VAT]

The cost of the medicine supplied (guided by Drug Tariff prices) plus VAT will be reimbursed by the commissioner.

A prescription charge should be collected unless the patient is exempt in accordance with the NHS charges for Drugs and Appliances Regulations. Any prescription charges collected from patients will be deducted from the sum payable to the pharmacy.

Option a – Web-based system

The pharmacy will enter the service delivery information onto a web-based system and invoices will be generated automatically.

Option b - Paper based

The pharmacy will submit monthly claims to NHS England xxx Area Team by email/fax/post [select option(s)] using the agreed claim form, by the 14th of the following month. Late claims more than three months in arrears will not be considered for payment.

Payments will be entered on to the NHS BSA Local Payments Application and will appear on pharmacy contractors’ monthly statement from the NHS BSA. [amend to reflect local approach to payment and include timescale for payment]

**7. Standards**

The service will be provided in accordance with the standards detailed in the specification (Schedule 1).

**8. Confidentiality**

Both parties shall adhere to the requirements of the Data Protection Act 1988 and the Freedom of Information Act 2000.

Any approaches by the media for comments or interviews must be referred to NHS England xxx Area Team.

**9. Indemnity**

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.

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 NHS England.

**Schedule 1**

**Service Specification – Community Pharmacy Emergency Supply Service**

In an emergency, a pharmacist can supply prescription only medicines (POMs) to a patient (who has previously been prescribed the requested POM) without a prescription at the request of a patient. This emergency supply is not an NHS service and patients may therefore be asked to pay the cost of the medicine. This can lead to some patients seeking supplies or emergency prescriptions from urgent or emergency care providers or placing extra demand on GP appointments. When demand is high it may not be practical to obtain a prescription in a timely way to meet immediate need.

The Community Pharmacy Emergency Supply Service allows the emergency supply of a patient’s medicine at NHS expense in order to reduce the number of patients contacting urgent and emergency care providers. This may include both prescription only and other medicines usually obtained on prescription by the patient from their GP. The emergency supply provisions permit the supply of sufficient quantities of most prescription only medicines for up to 30 days treatment. Exceptions apply for inhalers and creams / ointments, where a manufacturer’s pack can be supplied. Schedule 1, 2 or 3 controlled drugs (except phenobarbitone or phenobarbitone sodium for epilepsy) cannot be supplied in an emergency. Quantities of other medicines should be in line with this.

During a pandemic situation, a pharmacist may make an emergency supply against a request by a patient’s representative; at all other times the request must be made directly by the patient.

**1. Service description**

1.1 The pharmacist will at the request of a patient (or in pandemic situations, a representative of a patient), assess whether there is an urgent need for their medicine, in circumstances where it is impracticable for the patient to obtain a prescription before the next dose is due.

1.2 If an emergency supply is necessary, the pharmacist shall make a supply, in accordance with the Human Medicines Regulations 2012 maintaining a record of the supply and labelling the container appropriately.

1.3 A record of the supply will additionally be made using the paperwork/IT system provided by the commissioner. A copy of the record will be sent to the patient’s general practitioner.

**2. Aims and intended service outcomes**

2.1 To ensure timely access to medicines for all patients in emergency situations, where it is not practicable to obtain a prescription.

2.2 To ensure equity of access to the emergency supply provision irrespective of the patient’s ability to pay.

**3. Service outline**

3.1 The pharmacist will:

(a) Interview the patient (or, in a pandemic only, the patient’s representative) to identify the medicines needed and to establish the nature of the emergency;

(b) Examine the patient medication record to establish whether the patient’s last course of the medicine was obtained from that pharmacy against a prescription;

(c) If the patient’s last supply of the medicine was not supplied from that pharmacy, make reasonable attempts to contact the last supplying pharmacy or the prescriber, to ensure that successive supplies are not made under the emergency supply provisions; and

(d) Where appropriate, advise the patient or his representative on the importance of ordering prescriptions in a timely manner.

3.2 The pharmacist will at his/her discretion, make the supply in accordance with the requirements of the Human Medicines Regulations 2012. [The Area Team may wish to limit the quantity of medication that is supplied so that the service is not used in preference to the established ‘in hours’ route of supply.]

3.3 The pharmacy will maintain a record:

(a) of the emergency supply, setting out the name and address of the patient, the prescription only medicine supplied, the date of the supply and the nature of the emergency in accordance with the Human Medicines Regulations 2012;

(b) of the consultation and any medicine that is supplied in the patient medication record;

(c) of the consultation and any medicine that is supplied the paperwork/IT system provided by the commissioner. This paperwork will be used for the recording of relevant service information for the purposes of audit and the claiming of payment.

3.4 One copy of the record in sub-paragraph 3.4 (c) will be sent to the patient’s general practitioner for information. Patient consent will need to be given for this data sharing.

3.5 A copy of the record in sub-paragraph 3.4 (c) will be submitted to the commissioner for payment. Patient consent will need to be given for this data sharing.

3.6 A prescription charge should be collected unless the patient is exempt in accordance with the NHS Charges for Drugs and Appliances Regulations. Where a prescription charge is paid a patient must sign a declaration. A prescription refund and receipt form as approved by the Secretary of State must be provided if the patient requests it. Any prescription charges collected from patients will be deducted from the sum payable to the pharmacy.

3.7 If a patient is exempt from paying a prescription charge in accordance with the NHS Charges for Drugs and Appliances Regulations, evidence of entitlement to exemption should be provided by the patient for the pharmacy to check and the patient must make a declaration of entitlement. Where a claim to exemption has been made but is not substantiated, the charge should be recovered from the patient by the commissioner.

3.8 The pharmacy contractor must have a standard operating procedure in place for this service.

3.9 Locally agreed referral pathways will be put in place and will be followed where the pharmacy is not able to make an urgently required supply of a prescription only medicine.

**4. Training and Premises Requirements**

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

**5. Service availability**

The pharmacy contractor should seek to ensure that the service is available throughout the pharmacy’s opening hours. To encourage ease of access to the service it should be offered across a range of times including where possible Saturdays and Sundays.

[The Area Team may also wish to specify times during the day when the service can be provided, for example during the out of hours period or in-hours for temporary residents, or when very high demand on services means a prescription cannot be obtained without undue delay.]

**6. Quality Standards**

6.1 The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.

6.2 The pharmacy can demonstrate that pharmacists involved in the provision of the service have undertaken continuing professional development (CPD) relevant to this service.

6.3 The pharmacy participates in any NHS England Area Team-led audit of service provision.

6.4 The pharmacy co-operates with any NHS England Area Team-led assessment of service user experience.

**7. Claiming payment**

The commissioner will provide access to a web-based system / or paperwork [amend as appropriate] for the recording of relevant service information for the purposes of audit and the claiming of payment.