

## Service Specification for NHS Community Pharmacy Emergency Supply Service 1 April 2021 to 30 September 2021

### 1. This agreement is between

**NHS England and NHS Improvement - Midlands** (the Commissioner) Birch House, Southwell Road West, Rainworth, Nottinghamshire, NG21 0HJ

**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 level agreement 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, during the out of hour’s period (when GP practices are closed).**

**This agreement is for the period from 01 April 2021 to 30 September 2021.**

This service is commissioned as an Enhanced Service, as defined by Part 4 paragraph 14(1) (u) of the Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2013 (as amended).

### 3. Period

This agreement is for the period from 01 April 2021 to 30 September 2021. The service can only be provided during the out of hour’s period (when GP practices are closed **from 6.30pm – 8am Monday to Thursday from Friday 6.30pm – 8am Monday and on Bank Holidays**).



#### 4. Termination

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

NHS England and NHS Improvement - Midlands 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 and NHS Improvement - Midlands will manage the service in accordance with the specification (Schedule 1).

#### 6. Payments

NHS England and NHS Improvement – Midlands will pay the following:

A professional fee of **£10** will be paid for each emergency supply at the request of the patient plus the cost of the medicines (Drug Tariff) + VAT. If more than one medicine is supplied to an individual patient, an additional fee of £2 will be paid for each additional item supplied (plus the cost of the medicines +VAT).

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.

A record of the consultation will be entered onto PharmOutcomes the same or next working day, which will automatically generate the payment. NHS England and NHS Improvement - Midlands will extract the data on the 1<sup>st</sup> of the month for the previous month.

Payments will be entered on to the NHS BSA Local Payments Application and will appear on pharmacy contractors' monthly statement from the NHS BSA.

#### 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 current data protection legislation and the Freedom of Information Act 2000.

Any approaches by the media for comments or interviews must be referred to NHS England and NHS Improvement – Midlands



## 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 and NHS Improvement – Midlands.



## 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 (including oral contraceptives). 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 phenobarbital sodium for epilepsy) cannot be supplied in an emergency.**

**For the purposes of this specification, the local agreement is that the pharmacist will supply five (5) days medication to the patient.**

The request must be made directly by the patient (not by their representative).

#### 1. Service description

- 1.1 The pharmacist will at the request 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 on PharmOutcomes. A GP notification will be automatically generated and sent by secure email by PharmOutcomes to the patient's GP if the GP practice has a verified NHS email account. PharmOutcomes will alert the pharmacist if the GP practice NHS email is not available, in cases such as this the pharmacist will send the notification manually **on the same day or on the next working day**. This can be undertaken via post, hand delivery, secure email or secure electronic data interchange. If an electronic method to transfer data to the relevant GP is used and a problem occurs with the notification platform, the pharmacist should ensure a hard copy of the paperwork is provided to the GP practice.

#### 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;
  - (d) If appropriate and with the patient's consent, the patient's NHS Summary Care Record (SCR) should be checked by the pharmacist to confirm the previous prescription history and whether a prescription for the requested medicine or appliance has recently been issued by the patient's general practice. Where the requested medicine or appliance has recently been issued by the patient's general practice, the prescription may still be available on the NHS Spine.
  - (e) The pharmacist can use the Electronic Prescription Service (EPS) tracker to see if a prescription is available to dispense. If a prescription is available, then this should be used to fulfil the urgent supply need. In this scenario the pharmacy can claim for the professional fees only but will not be eligible to claim for the Supply fee as the EPS prescription will be submitted for payment in the normal way.
  - (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 local agreement is that the pharmacist will supply five (5) days medication to the patient.**
- 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 on PharmOutcomes. PharmOutcomes will be used for the recording of relevant service information for the purposes of audit and the claiming of payment. Patient consent will need to be given for this data sharing. Information should be entered at the time of the consultation or the next working day.
  - (d) of any emergency supplies given outside of the service period (section 5 services availability) and ensure that the reason for this is clearly documented on PharmOutcomes.



- 3.4 One copy of the record in sub-paragraph 3.3 (c) (GP notification) will be sent automatically to the patient's GP if the GP practice have a verified NHS email account. PharmOutcomes will alert the pharmacy if the GP practice NHS email is not available; the pharmacist will send the notification manually. Patient consent will need to be given for this data sharing. The pharmacist will ensure that the notification is sent to the patient's GP practice **on the same day or on the next working day**. This can be undertaken via post, hand delivery, secure email or secure electronic data interchange. If an electronic method to transfer data to the relevant GP is used and a problem occurs with the notification platform, the pharmacy contractor will ensure a hard copy of the paperwork is provided to the GP practice.
- 3.5 A prescription charge should be collected unless the patient is exempt in accordance with the NHS Charges for Drugs and Appliances Regulations. 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.
- 3.6 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.
- 3.7 The pharmacy contractor must have a standard operating procedure in place for this service.
- 3.8 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

This agreement is for the period from 01 April 2021 to 30 September 2021. The service can only be provided during the out of hour's **period (when GP practices are closed – from 6.30pm – 8am Monday to Thursday from Friday 6.30pm – 8am Monday and on Bank Holidays)**.

#### 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 and NHS Improvement led audit of service provision.
- 6.4 The pharmacy co-operates with any NHS England and NHS Improvement led assessment of service user experience.

NHS England and NHS Improvement



## 7. Claiming payment

The commissioner will provide access to PharmOutcomes for the recording of relevant service information for the purposes of audit and the claiming of payment.



## Service Specification for NHS Community Pharmacy Emergency Supply Service 1 April 2021 to 30 September 2021

*The agreement will be signed by representatives from both the Provider and NHS England and NHS Improvement. In signing this agreement the Provider and responsible Pharmacist agree to provide the above service as per the service level agreement. Copies to be signed by both parties. One copy to be retained by the Provider, the other copy to be retained by NHS England and NHS Improvement.*

<b>Provider Name (Pharmacy Contractor)</b>
<b>F Code:</b>

<b>Address from which service will be provided</b>
<b>Email address:</b>

**Declaration:** I / we agree to provide the Community Pharmacy Emergency Supply Service as outlined within this service level agreement.

*Signature on behalf of the Provider: (Pharmacy Contractor)*

Signature Provider / Contract Holder	Name	Date

*Signature of Pharmacist with Responsibility for Service Delivery:*

Signature	Name	Date

*Signature on behalf of NHS England and NHS Improvement, Midlands*

Signature	Name	Designation	Date
	Caroline Goulding	Head of Primary Care – East Midlands	

Upon completion please return this form to: Primary Care Contracting Team, by email to [england.eastmidpharmacy@nhs.net](mailto:england.eastmidpharmacy@nhs.net)

