



# Community Pharmacy Emergency Supply Service

**Service Specification April 2021**

**NHS England and NHS Improvement**



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## **Service Specification for NHSE&I Midlands (Staffordshire and Shropshire) Community Pharmacy Emergency Supply Service April 2021**

*The following service is commissioned by NHSE&I Midlands - Staffordshire and Shropshire (NHSE&I S&S) in accordance with The Pharmaceutical Services (Advanced and Enhanced Services) (England) (Amendment) (No.2) Directions 2013 PART 4, Section 14 (u).*

**This service can only be provided by those pharmacies that have signed the SLA and returned the signature page to NHSE&I Midlands (S&S).**

### **Provision of the Community Pharmacy Emergency Supply Service vs NHS CPCS Urgent Medicine Supply Advanced Service**

If a pharmacy contractor has signed up to provide the CPCS Urgent Medicine Supply Service at any given premises, then a referral from NHS111 for a patient requiring an urgent supply of repeat medication to that premises must be dealt with under the CPCS service specification rather than this Emergency Supply Service Specification.

Only NHS111 will make referrals for the CPCS Urgent Medicine Supply Service. Referrals directly from any other providers such as GP practices or GP OOH providers, and including 'walk-in' patients to the pharmacy, must be dealt with under the terms of this Service Specification.

### **1. 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 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.

On 6<sup>th</sup> December 2013, Ministerial approval was given for an amendment to the National Health Service Act of 2006 which has enabled this Emergency Supply Service to be commissioned as an Enhanced Pharmaceutical Service.

This Emergency Supply 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.

## **2. Scheme Requirements**

The service may be provided at an authorised Community Pharmacy contracted to NHSE&I Midlands (S&S) subject to the following;

- The Pharmacy must be compliant with, and be able to demonstrate compliance with all Essential Services within the Community Pharmacy Contractual Framework (CPCF).
- The Pharmacy must have an approved consultation area which meets the requirements set out in the CPCF for Advanced Services. All consultations must take place in a confidential environment.
- The Pharmacy must have a Standard Operating Procedure (SOP) in place for the service.
- The Pharmacy contractor must participate in all parts of the service as detailed in this specification, along with any subsequent amendments as agreed jointly with NHSE&I Midlands (S&S) and the corresponding Local Pharmaceutical Committees (LPC's). This agreement will be in writing, signed by the Pharmacy Manager or Authorised Person on behalf of the contractor, and will be considered an Enhanced Service.

## **3. Contractual Period**

This agreement is for the period 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022, but may be subject to an earlier review if deemed necessary.

#### **4. Termination of the scheme**

Any pharmacy that has signed this Service Level Agreement and is participating in the scheme may terminate the agreement by giving written notice of their intention at least 28 days before cessation. No reason needs to be given for termination of the agreement.

NHSE&I Midlands (S&S) may terminate the scheme by giving written notice to all participating pharmacies and relevant Local Pharmaceutical Committees. A minimum of 28 days written notice will be provided.

If for whatever reason, the pharmacy does not fulfil its obligation to provide all Essential Services under the Pharmacy Contractual Framework, the pharmacy will become ineligible to provide this Enhanced Service and the Service Level Agreement would be terminated with immediate effect.

NHSE&I Midlands (S&S) has a responsibility to ensure that all participating pharmacies deliver the scheme in accordance with the Service Level Agreement. If it is found that a Contractor fails to meet any of the obligations of this agreement, they will be notified in writing of the nature of the breach. Where the breach is not remedied within appropriate time-frames or NHSE&I Midlands (S&S) deems it is not capable of remedy, NHSE&I Midlands (S&S) will be entitled to terminate this agreement with immediate effect.

#### **5. Duties of NHSE&I Midlands (S&S)**

NHSE&I Midlands (S&S) will be responsible for the appropriate advertising, promotion and on-going support for the scheme, including distribution of any support material. These will be made available to all pharmacies participating in the scheme and to other relevant stakeholders who may refer patients into the scheme.

NHSE&I Midlands (S&S) will be responsible for ensuring timely payments are made to Community Pharmacies which are participating in the scheme, and will be responsible for dealing with operational and payment based queries.

NHSE&I Midlands (S&S) will, alongside relevant CCG partners and Local Pharmaceutical Committees, undertake monthly audits of the scheme, including review of consultation data and budget analysis. Post payment verification checks may also be made.

## 6. Scheme funding and payment procedures

NHSE&I Midlands (S&S) will pay the following:

A professional fee of **£10** 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 **£2** will be paid for each additional item supplied. A maximum of five separate medicines can be supplied per consultation. If more than five medicines need to be supplied a new consultation record will need to be completed, and additional professional fees will be paid as per the initial supply.

The cost of the medicine supplied (guided by Drug Tariff prices on the date of supply) 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 2015 (as amended 2018). Any prescription charges collected from patients will be deducted from the sum payable to the pharmacy.

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

Payments will appear on the monthly FP34 statement as a Local Payment, assigned as Local Scheme 7.

## 7. Complaints and incident reporting

Pharmacies will be expected to follow standard operating procedures for complaints that are in accordance with NHS policy.

Any significant incidents or issues that arise during provision of the scheme should be recorded as part of the pharmacy's clinical governance procedures, and notified to the Primary Care Team of NHSE&I Midlands (S&S).

## **8. Dispute resolution**

In the event that a Contractor disputes the decision by NHSE&I Midlands (S&S) to terminate the agreement on the grounds that the terms of the agreement have not been met and/or remedied within an appropriate time-frame, the Contractor shall make this known in writing without delay.

Upon receipt, local dispute resolution procedures will be followed in accordance with the Pharmaceutical Regulations 2013.

## **9. Patient Confidentiality, Data Protection, Freedom of Information and Transparency**

The Parties acknowledge their respective obligations arising under the Freedom of Information Act 2000, Data Protection Act 2018, the Human Rights Act 1998, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations. The Contractor must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the NHS Data Security and Protection Toolkit (or any successor framework). Any changes to legislation that arise out of the General Data Protection Regulations (GDPR) will become applicable to this contract upon the date of enforcement.

## **10. Indemnity**

The Contractor 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 Contractor is the responsibility of the Contractor who will meet the costs and any claims for compensation, at no cost to NHSE&I Midlands (S&S).

## **11. Equity of Access, Equality and Non-Discrimination**

The Parties must not discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or

any other non-medical characteristics, except as permitted by Law (Equality Act 2010). The Contractor must provide appropriate assistance and make reasonable adjustments for Service Users, Carers and Legal Guardians who do not speak, read or write English or who have communication difficulties (including hearing, oral or learning impairments).

## **12. Governing Law and Jurisdiction**

This Contract will be considered as a Contract made in England and will be subject to the laws of England. Subject to the provisions of Section 8 (Dispute Resolution), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceedings, or dispute in connection with this Contract (whether contractual or non-contractual in nature)

## **13. Completion of Signed Agreement**

In order to participate in the service, each contractor must complete the signed agreement (Appendix 3) and return to NHSE&I Midlands (S&S) as indicated. Once received, the pharmacy will be accredited for the Emergency Supply module on PharmOutcomes, and delivery of the service can commence.

**FOR BRANCHES OF MULTIPLE PHARMACY GROUPS, THIS AGREEMENT SHOULD BE COMPLETED BY AN AUTHORISED PERSON(S) AT HEAD OFFICE AND A COPY SENT TO EACH PARTICIPATING BRANCH FOR THEIR INFORMATION.**

## Schedule 1

### Service Specification – Community Pharmacy Emergency Supply Service

#### 1.0 Overview

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 Pharmacy First 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 POMs and other medicines usually obtained on prescription by the patient from their GP. The NHSE&I Midlands (S&S) Community Pharmacy Emergency Supply Service permits the supply of sufficient quantities of medicines available on prescription for up to 14 days treatment\* (see paragraph 3.2 for more detail). Pharmacists must use their professional judgment when considering how many days treatment to provide, and this may well be less than 14 days. This is of particular importance for requests for medication which are liable to abuse.

**On no more than TWO separate occasions can emergency supplies be made to the same patient during the 12 month period of the SLA.**

The Community Pharmacy Emergency Supply Service does not include the supply of

- Schedule 1, 2 or 3 Controlled Drugs (except phenobarbital or phenobarbital sodium for epilepsy).
- Specials or unlicensed medicines

The patient must obtain a prescription for these items and an emergency supply cannot be made under this service.

## **2.0 Service description**

2.1 In circumstances where it is impracticable for the patient to obtain a prescription before the next dose is due, 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.

2.2 If an emergency supply is necessary, the pharmacist shall make a supply, in accordance with the Human Medicines Regulations 2012 (as amended 2017) maintaining a record of the supply and labelling the container appropriately.

2.3 A record of the supply will additionally be made using PharmOutcomes system provided by the commissioner. A copy of the record will be sent to the patient's general practitioner.

## **3.0 Aims and intended service outcomes**

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

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

## **4.0 Service outline**

4.1 The pharmacist will:

(a) Interview the patient to identify the medicines needed and to establish the nature of the emergency. If the patient is housebound this interview may be conducted over the telephone. For children, a parent/ guardian may make the request and explain the nature of the emergency. During a pandemic the patient's representative may make the request and explain the nature of the emergency. In all other cases the pharmacist must use their professional judgement, for example when receiving a request from a carer/ representative of a patient with dementia or where the patient does not have a comprehensive understanding of their medication.

(b) Examine the Patient Medication Record (PMR) to establish whether the patient's last course of the medicine was obtained from that pharmacy against a prescription. It is generally expected that the patient will visit their regular pharmacy for the supply to be made, but if the supplying pharmacy is not the patient's regular pharmacy (i.e. the regular pharmacy is closed or the patient is a temporary resident (resident in England only)), the patient would be expected to have with them some evidence of the medicine required either:

- a recent copy of the repeat slip with repeat medicines on it or
- a recent box of medicines which they are running out of or
- in the case of an MDS patient, an empty MDS package.

(c) Access the patients Summary Care Record (SCR) with their consent to confirm the previous prescription history, and to support the decision-making process. If the pharmacist is unable to ascertain exactly what is required, they must not supply.

(d) 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.

(e) Where appropriate, advise the patient or his representative on the importance of ordering prescriptions in a timely manner and ensure they understand the re-ordering system used by the patients GP practice; and

(f) The pharmacist must ensure that the patient has a supply of all medication which they will run out of in the following 48 hours, and that medication which will run out shortly after that is ordered as a matter of urgency in the normal way.

4.2 The pharmacist will at their discretion, make the supply in accordance with the requirements of the Human Medicines Regulations 2012 (as amended 2017). The **maximum quantity to be supplied under this service is up to 14 days\* of treatment.**

\*Where a supply is made in a special container, the quantity may be rounded up to the nearest number of full packs. This may apply to inhalers, creams or ointments or special tablet containers (e.g. Nicorandil 10mg twice a day, it is acceptable to make a supply of 30 tablets.)

4.3 The pharmacy will maintain at the time of supply or as soon as possible after the supply:

- (a) a record 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 (as amended 2017) and;
- (b) a record of the consultation and any medicine that is supplied in the patient medication record and;
- (c) a record of the consultation and any medicine that is supplied using PharmOutcomes web-based system provided by the commissioner. (This system will be used for the recording of relevant service information for the purposes of audit and the claiming of payment.)

4.4 All information relating to the consultation should be recorded at the time of the consultation by inputting the information directly onto PharmOutcomes. **The paper based proforma (Appendix 1) should only be used if there is an IT failure within the pharmacy.** If the paper based proforma has to be used, then the information must be transferred onto PharmOutcomes at the earliest opportunity and by the end of the next working day at the latest. The PharmOutcomes system will send a secure email to the patient's GP to inform of the supply so that the information can be added to the patients' medical record. If an email failure notification is received, a copy of the consultation record should be printed from PharmOutcomes and sent to the patient's general practitioner for information. Patient consent will need to be given for this data sharing.

4.5 A copy of the PharmOutcomes Patient Record will be accessed electronically by the commissioner for payment verification purposes. Patient consent will need to be given for this data sharing.

4.6 A prescription charge should be collected unless the patient is exempt in accordance with the NHS Charges for Drugs and Appliances Regulations 2015 (as amended 2018). All patients / patient representatives must complete the declaration to indicate the reason for exemption or to confirm that an NHS levy is to be paid (Appendix 2). 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.

4.7 If a patient is exempt from paying a prescription charge in accordance with the NHS Charges for Drugs and Appliances Regulations 2015 (as amended 2018), 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.

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

4.9 Where it is appropriate for an emergency supply to be made, but the medicine or appliance is not in stock at the pharmacy, with the agreement of the patient, the pharmacist will identify another pharmacy that provides the service and which is convenient for the patient to attend.

## **5.0 Training and Premises Requirements**

5.1 The pharmacy contractor has a duty to ensure that all pharmacists involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. **Locums and relief pharmacists that are due to work in a branch that is commissioned to provide the service, must have access to a copy of this Service Specification, such that they are able to provide the service if required.**

5.2 Consultations should be undertaken in a private consultation area that meets the requirements as those set out for the provision of Advanced Pharmaceutical Services.

## **6.0 Service availability**

6.1 It is recommended that within each pharmacy, a lead person is nominated to have responsibility for the day to day running of the service. This would include ensuring that any locum pharmacists have access to the relevant documentation in order to discharge

their duties as the Responsible Pharmacist on the day. Patients must be able to access the service during all times that the Responsible Pharmacist is on duty, and there is an expectation that a patient is only signposted to another participating pharmacy in exceptional circumstances. It is at the professional discretion of the pharmacist on duty to consider the legality and suitability to supply for any requests made. The specification does allow for supplies to be made 'in-hours' when GP practices are open, where an immediate need is identified, and it is impracticable in the circumstances for the patient to obtain a prescription without undue delay.

## **7.0 Quality Standards**

7.1 The pharmacy should be able to demonstrate that pharmacists involved in the provision of the service have undertaken continuing professional development (CPD) relevant to this service.

7.2 The pharmacy must participate in any NHSE&I Midlands (S&S)-led audit of service provision.

7.3 Pharmacies should note that by signing up to participate in this scheme, they are entering into an agreement with NHSE&I Midlands (S&S), and will therefore be subject to the right of inspection by representatives from NHSE&I Midlands (S&S) or Healthwatch England in line with NHS guidance. Commissioners may also use mystery shoppers to verify that the scheme is being delivered in accordance with the terms set out in this Service Level Agreement. The use of mystery shoppers will be undertaken in accordance with terms agreed with relevant Local Pharmaceutical Committees.

## **8.0 Claiming payment**

8.1 The commissioner will provide access to PharmOutcomes, a web-based system for the recording of relevant service information for the purposes of audit and the claiming of payment. Retrospective claims will not be processed, and will be considered a breach of contract.

## Appendix 1. Community Pharmacy Emergency Supply Consultation ProForma

The proforma below provides details of the information that will need to be recorded onto PharmOutcomes during the consultation. All consultations should be recorded directly onto the PharmOutcomes system unless an IT failure is experienced - [www.pharmoutcomes.org](http://www.pharmoutcomes.org)

Date of Supply		Date entered onto PharmOutcomes		
Time of Supply		Client Address		
Client name				
Postcode		GP surgery		
Date of birth				
NHS number (if known)		Patient consent?	Yes	No
Name of person making supply:				
Pharmacist		GPhC number		
If supply is being made while GP practice is open please explain why:				
<i>Patient out of area</i>		<i>Patient unable to get to practice while it is open today</i>		
<i>GP open but unable to supply script</i>		<i>Other (explain)</i>		
<b>Medication supplied – Please make a note of drug, form and quantity.</b>				
Medication 1 supplied		Medication 2 supplied		
Medication 3 supplied		Medication 4 supplied		
Medication 5 supplied		<i>If more than 5 meds supplied - complete a second consultation form.</i>		
NHS Levy Paid? Y/N	No of Levies?	Where patient exempt was evidence Seen? Y/N		
Where was patient referred from?				
<i>GP Practice</i>	<i>WIC or GPOOH</i>	<i>A&amp;E</i>		
<i>Pharmacy</i>	<i>Word of mouth</i>	<i>Other (explain)</i>		

<b>Without pharmacy service, where would you have attended?</b>			
<i>A&amp;E</i>	<i>GP Practice</i>	<i>Out Of Hours</i>	
<i>Walk in Centre (WIC)</i>	<i>Would have gone without meds</i>	<i>Other (explain)</i>	
<b>Nature of Emergency (why request made)</b>			
<i>Patient lost/misplaced meds</i>	<i>Patient ran out of meds</i>	<i>Patient away from home</i>	
<i>Rx not available from GP</i>	<i>Other (explain)</i>		
<b>How often has this happened in the last year?</b>			
<i>Not at all</i>	<i>Once or twice</i>	<i>More than twice</i>	
<b>If patient ran out of meds, when was Rx ordered?</b>			
<i>Less than 2 days</i>	<i>2 – 4 days</i>	<i>5 days or more</i>	
<b>Who normally orders the repeat Rx for the patient?</b>			
<i>Patient</i>	<i>Carer (family/friend)</i>	<i>Carer (formal)</i>	
<i>Pharmacy</i>	<i>Other (explain)</i>		
<b>Do meds run out at different times?</b>	<i>Yes / No</i>	<b>Are any of meds requested new to you?</b>	<i>Yes / No</i>
<b>Is repeat ordering system understood?</b>			
<i>Completely</i>	<i>Fairly well</i>	<i>Not at all</i>	
<b>Does patient need support to manage meds better and if so, who from?</b>			
<i>None/ N/A</i>	<i>Carer (family/friend)</i>	<i>Carer (formal)</i>	
<i>Pharmacy</i>	<i>GP</i>	<i>Other (explain)</i>	

**Appendix 2. Patient Declaration Form to be completed by all patients or their representative.**

<b>Patients who don't have to pay must fill in parts 1 and 3. Those who pay must fill in parts 2 and 3.</b>			
<b>PART 1</b>   <i>The patient doesn't have to pay because he / she:</i>			
	is under <b>16</b> years of age		
	is <b>16, 17 or 18 and</b> in full-time education		
	is <b>60</b> years or over		
	has a valid maternity exemption certificate		
	has a valid medical exemption		
	has a valid pre-payment certificate		
	has a war pension exemption certificate		
	is named pm a current HC2 charges certificate		
	is named on a valid NHS Tax Credit Exemption Certificate		
	or his/her partner gets Income Support		
	or his/her partner gets income-related Employment and Support Allowance (ESA)		
	gets income-based Jobseeker's Allowance		
	or his/her partner gets Pension Credit Guarantee Credit		
	is receiving FOC contraceptive		
<p>I declare that the information I have given is correct and complete.            I understand that if it is not, appropriate action may be taken. I confirm proper entitlement to exemption from prescription charges.            To enable the NHS to check I have a valid exemption and to prevent and detect fraud and incorrectness, I consent to disclosure of relevant information from this form to NHS England, the NHS Business Services Authority, the Department of Work and Pensions and Local Authorities</p>			
<b>Part 2</b>	I have paid	£	<b>Now sign and fill in Part 3</b>
<b>Part 3</b>	Please select one option	I am the patient	I am the patient's guardian
<p>I am patient's representative            (Patient's rep should only be collecting meds in the case of a pandemic or at the pharmacist's professional discretion)</p>			
<p>I agree that the information on this form can be shared with:</p> <ul style="list-style-type: none"> <li>• My/the patient's GP practice to help them provide care to me/the patient</li> <li>• NHS England (the national NHS body that manages pharmacy and other health services) to allow them to make sure the service is being provided properly by the pharmacy</li> </ul>			
<b>Signature</b>			<b>Date</b>
<b>Where this form is not signed by the patient please add your name and address below:</b>			
Name			
Address and Postcode			



Appendix 3. Signed agreement form.

COMMUNITY PHARMACY EMERGENCY SUPPLY SERVICE April 2021

SIGNED AGREEMENT

\*\*FOR BRANCHES OF MULTIPLE PHARMACY GROUPS, THIS AGREEMENT SHOULD BE COMPLETED BY AN AUTHORISED PERSON(S) AT HEAD OFFICE

On behalf of (Pharmacy Name and Address)

.....  
Contractor Code (F Code).....

I have read and understood the terms in this service specification and agree to provide the standard of service specified.

Signature.....

Print name.....

Designation.....

Date.....

\*If signing on behalf of several branches, please attach the list of branches to this form to confirm their participation in the service.

On behalf of NHSE&I Midlands (Staffordshire and Shropshire Area), I commission the above pharmacy to provide the service detailed in this service specification for the Community Pharmacy Emergency Supply Service.

Signature (on behalf of NHSE&I Midlands) :

Print name : Rebecca Woods

Designation: Head of Primary Care – NHSE&I Midlands

Date 31<sup>st</sup> March 2021

Please return a signed copy of this form by email to [england.pharmacy-westmidlands@nhs.net](mailto:england.pharmacy-westmidlands@nhs.net)