

## Service Specifications for NHS Community Pharmacy Emergency Supply Service

### 1. This agreement is between

**NHS England Devon, Cornwall & Isles of Scilly Area Team** (the Commissioner)

Peninsula House  
Kingsmill Road  
Tamar View Industrial Estate  
Saltash  
Cornwall  
PL12 6LE

**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 local patients and visitors to the area 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.

### 3. Period

This agreement is for the period 1<sup>st</sup> April 2014 to 31<sup>st</sup> March 2015.

#### 4. Termination

One week's notice of termination must be given if the pharmacy wishes to terminate the agreement before the given end date. Should NHS England wish to withdraw the service they too will give one week's notice to the pharmacy.

NHS England Devon, Cornwall & Isles of Scilly Area Team reserve the right to 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).

The Devon Local Pharmaceutical Committee will manage the service in accordance with the specification (Schedule 1).

#### 6. Payments

The Devon Local Pharmaceutical Committee will pay the following:

A professional fee of **£10.00** 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 **£2.00** will be paid for each additional item supplied.

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.

Web-based system

The pharmacy will enter service delivery information onto PharmOutcomes which will provide the information that will generate payments direct to pharmacies.

Payments will be made on a calendar month basis by the Devon Local Pharmaceutical Committee

#### 7. Quality Standards

- 7.1 The pharmacy has appropriate health promotion and self-care material available for the user group and promotes its uptake.
- 7.2 The pharmacy participates in any commissioner organised audit of service provision. The pharmacy should co-operate with any commissioner-led assessment of patient experience.
- 7.3 Please note that Significant Incidents / Complaints should be reported directly to the Area Team using the appropriate reporting form that can be found in the Appendix. Please note that details of incidents may be shared with the Clinical Effectiveness and Medicines Optimisation Teams.

#### 8. Standards

The service will be provided in accordance with the standards detailed in the

specification (Schedule 1).

## **9. 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 Devon Local Pharmaceutical Committee

## **10. 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 the Devon Local Pharmaceutical Committee.

## 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 in most cases shorter intervals will be sufficient. 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.

#### 1. Service description

- 1.1 The pharmacist will at the request of a patient assess whether there is an urgent need for their medicine without the patient consulting a prescriber.
- 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 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 This service can be provided to;
  - For visitors / holiday makers at any time
  - For people registered with local GP's this service is only available when the surgery is closed
- 3.2 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.
- 3.3 The pharmacist will at his/her discretion, make the supply in accordance with the requirements of the Human Medicines Regulations 2012.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 charge(s) collected from patients will be deducted from the sum payable to the pharmacy.
- 3.8 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.
- 3.9 The pharmacy contractor must have a standard operating procedure in place for this service.
- 3.10 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.

## 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 pharmacy will enter the service delivery information directly onto PharmOutcomes which will automatically generate payment information to the Devon Local Pharmaceutical Committee to approve on a calendar month basis.