

NHS England and NHS Improvement South East Region

COMMUNITY PHARMACY LOCAL ENHANCED SERVICE:

PROVISION OF PHARMACEUTICAL SERVICES FOR CHRISTMAS DAY AND EASTER SUNDAY

1 Introduction

- 1.1 Under the NHS Terms of Service for community pharmacies, all pharmacy contractors are expected to provide essential and those advanced and enhanced services they have opted to provide to all patients during their core hours as approved by NHS England, and during their supplementary hours as notified to NHS England.
- 1.2 Contractors are not required to open on Christmas Day or Easter Sunday which are neither public nor bank holidays.
- 1.3 NHS E and NHS I South East Region Pharmacy team will seek expressions of interest from Community Pharmacies to provide this service
- 1.4 NHS E and NHS I South East Regional Pharmacy Team will identify which pharmacies will be asked to sign-up to the service, from the expressions of interest submitted, to ensure provision of pharmaceutical services on these days will meet the reasonable needs of patients and members of the public.

2 Aim of the service

- 2.1 To ensure there is adequate access to pharmaceutical services on days (Christmas Day and Easter Sunday) when pharmacies are not obliged to be open.

3 Service description

- 3.1 The pharmacy will open for a three-hour session either from 10.00 to 13:00 or 13.00 to 16.00 on either Christmas Day* or Easter Sunday*, or both, **each year starting from Christmas 2020 until Easter 2023.**
- 3.2 Any additional opening hours outside of this agreement will not be funded by NHS England and NHS Improvement South East Region.
- 3.3 Where more than one pharmacy submits an expression of interest to open in a town or locality, on either Christmas day or for Easter Sunday, the pharmacy team will use a random computer selection process to identify which pharmacy will be asked to sign the local enhanced service agreement. If, in the event that more than one pharmacy is deemed as necessary to open in a town or locality the selection process will be as



before, a random computer selection process. In these cases, one pharmacy may be required in the morning and the other in the afternoon.

- 3.4 *NHS E and NHS I South East Region Pharmacy team will communicate with each pharmacy to determine which days the agreement will relate to and could be one or other or both days mentioned above.
- 3.5 The pharmacy will provide the full range of essential, advanced and enhanced services during the opening times that the pharmacy would usually provide. The pharmacy must be able to provide the community pharmacist consultation service during this time.

4 Responsibilities of the pharmacy contractor

- 4.1 To ensure there is access to the pharmacy during the specified times and that the premises are physically open.
- 4.2 To ensure that the pharmacy is adequately staffed during the specified opening time.
- 4.3 To ensure that appropriate records are kept for completion and submission of the claim form, appendix A, (so that the service can be evaluated and reviewed).
- 4.4 To ensure that all healthcare providers in the locality are aware of the pharmacy opening arrangements

5 Responsibilities of NHS England and NHS Improvement South East Region

- 5.1 To monitor the service and ensure prompt payment of claims.
- 5.2 To ensure that information is published so that the public, NHS 111, out of hours services and other NHS Organisations are aware of pharmacy openings.
- 5.3 NHS E and NHS I South East Region Communications team will share the detailed information with CCGs or STPs or ICS for onward transmission to GPs (including GP extended access practices and other interested parties and organisations) 21 days before the allotted day.
- 5.4 The information will be posted on NHS E and NHS I website.

6 Payment and reimbursement structure

- 6.1 Payment will be £400.00 per hour, a total of £1200 for the three-hour session

7 Claims for payment

- 7.1 Claims must be submitted no later than 28 days after the pharmacy has opened in accordance with this agreement.



7.2 The claim form at appendix A should be emailed to england.southeastpharmacypayments@nhs.net

7.3 Claims received before the end of a month will be paid the following month via NHSBSA.

8 Quality indicators

8.1 The pharmacy acknowledges that the service is funded by NHS England.

8.2 The pharmacy participates in NHS England South East Region organised audit of service provision.

8.3 The pharmacy co-operates with any locally agreed NHS England led assessment of service user experience.

8.4 The pharmacy can demonstrate that clear and accurate records are kept.

9 Equality and diversity

9.1 The pharmacy must not discriminate on grounds of gender, race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age. The pharmacy will need to tailor the service to the needs of the patient as appropriate.

10 Positive and negative feedback procedure

10.1 Any complaints from patients should be dealt with via the pharmacy's own complaints procedure or by contacting NHS E Customer Contact Centre NHS England, PO Box 16738, Redditch, B97 9PT Tel 0300 331 2233

11 Community Pharmacy Contractual Framework

11.1 No part of this specification by commission, omission or implication defines or redefines essential or advanced services.

12 Monitoring and Review

12.1 The pharmacy will ensure that the necessary documentation, as detailed in this service specification, is maintained and made available to the commissioner when required so that the service can be monitored and for the purpose of post payment verification.

12.2 NHS E and NHS I SE Region Pharmacy Team will conduct an annual review to ensure continuity of service provision.

12.3 NHS E and NHS I SE Region Pharmacy Team will initiate a review of the service should a contractor or the commissioner choose to terminate the agreement before the end of the three-years.



12.4 NHS E and NHS I SE Region Pharmacy Team will initiate a review in a locality where a change of ownership or a closure of a pharmacy has occurred, during the three-year agreement

13 Disputes – Conciliation, Arbitration, and Appeals

13.1 In the event of a dispute remaining unresolved to the satisfaction of both parties, the issue shall be resolved by arbitration. Within one month of the required meeting between the contract manager for the purchaser and the contract manager for the provider, an arbitrator who is mutually acceptable to both parties shall be nominated. The decision of the arbitrator shall be binding upon both parties.

14 Variations

14.1 Both parties may agree to vary the terms of this Agreement by mutual consent.

14.2 No variation to the terms of this Agreement shall have effect unless set out in writing and signed by both parties.

15 Service suspension

15.1 This agreement will be suspended pending the outcome of any investigation into alleged fraud.

16 Termination

16.1 Should either party commit a breach of the terms and conditions of the contract at any point during the period of the agreement, the offended party may serve notice in writing of not less than one month to the party in breach, terminating the contract on the expiry of the notice period.

16.2 Either party may withdraw from the arrangements entered into by either party giving not less than four months' notice in writing.

17 LPC agreement

17.1 The service specification has been agreed with the all constituent LPCs in the South East Region



Appendix A

Claim form and record sheet

Pharmacy name	
Address and Post Code	
ODS Code	

Date and time the pharmacy was open	
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Number of prescription items dispensed				
9.00-10.00am	10.00-11.00am	11.00-12.00pm	12.00-1.00pm	1.00-2.00pm
2.00-3.00pm	3.00-4.00pm	4.00-5.00pm	5.00-6.00pm	6.00-7.00pm
Total number of items dispensed				
Number of prescription forms dated today				
Number of prescription forms dated prior to today				
How many patients received advice only?				
How many patients received advice by phone?				
How many patients received advice and purchased OTC products?				
How many patients were signposted to other services? Please detail below				
How many patients accessed enhanced or locally commissioned services e.g. EHC PGD? Please specify services below				
Number of CPCS referrals				
Number of emergency supplies (Non CPCS)				
Approximate number of persons attending the Pharmacy during the time claimed for (circle as appropriate)				
0-5	6-15	15-30	30+	



Amount claimed:	£1,200
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I declare that the information given on this agreement is true and complete to the best of my knowledge.

I understand that action may be taken against me if I make an incorrect claim.

I consent to the disclosure of relevant information on this form for the purpose of fraud prevention, detection and investigation.

Name of Duty Pharmacist (print)	
Signature of Duty Pharmacist:	
Date	

Please return the completed form within 28 days of the date opening under the terms of this agreement by email to england.southeastpharmacypayments@nhs.net



Signature Sheet

Community Pharmacy Enhanced Service:

Provision of pharmaceutical services on Christmas day and / or Easter Sunday for 2020 until 2023

Pharmacy name	
Address	
ODS Code	

I confirm that the above pharmacy can meet its obligations under the Enhanced Service Specification to provide pharmaceutical services on Christmas Day*, or Easter Sunday* or both*, and will adhere to all requirements of the service specification. (*please delete items that do not apply)

Signature on behalf of the Pharmacy:

Signature	Name	Post Title	Date

By signing this agreement, you acknowledge that action may be taken against you if you make an incorrect claim. You are also consenting to the disclosure of relevant information for the purposes of fraud prevention, detection and investigation.

Signature on behalf of the NHS England:

Signature	Name	Post Title	Date

