### NHS England - South (Wessex) Pharmacy Urgent Repeat Medicines (PURM) Service Community Pharmacy Enhanced Service Specification

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# **1** Background and purpose

1.1 NHS England – South (Wessex) is commissioning the Pharmacy Urgent Repeat Medicines (PURM) Service in conjunction with Clinical Commissioning Groups (CCGs) in the Wessex area.

1.2 The purpose of the PURM Service is to ensure that patients can access an urgent supply of their NHS prescribed repeat 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 aims of this service are to relieve pressure on urgent and emergency care services and to educate patients so that the need for the service is minimised.

1.3 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.

1.4 The arrangements set out in this service specification will also allow community pharmacies in the Wessex area to make emergency supplies in declared emergency situations e.g. flooding.

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

1.6 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 should be made directly by the patient. In circumstances where this might not be possible, for example if the patient is a child or is being cared for, the pharmacist should use their professional judgement and consider the best interest of the patient.

1.7 The service will ensure equity of access to the emergency supply provision irrespective of the patient's ability to pay.

#### **2 Service outline**

2.1 Appendix A outlines the referral pathways associated with the service.

2.2 The patient or their representative must consent to:

details of any items supplied being shared with their GP

their details being recorded on the secure PharmOutcomes platform in such a way that if they access the service on a future occasion in a different pharmacy that pharmacy would know that they had previously accessed the service and

their details being shared with NHS England - South (Wessex) for the purposes of audit and fraud detection.

2.3 If they decline their consent then they will not be able to make use of this service. The declaration and consent form can be found at Appendix D and will be generated by the PharmOutcomes platform for the pharmacy to print at the end of the consultation. Signed consent forms must be kept in the pharmacy for

2 years.

2.4 The pharmacist will:

interview the patient to identify the medicines needed and to establish the nature of the emergency. The interview should normally be face to face, but where appropriate, pharmacists should use their professional judgement to decide whether this can be by telephone (please refer to point 1.6);

examine the patient medication record to establish whether the patient's last course of the medicine was obtained from that pharmacy against a prescription;

if the patient's last supply of the medicine was not supplied from that pharmacy, make reasonable attempts to contact the last supplying pharmacy, to ensure that successive supplies are not made under the emergency supply provisions; and

provide advice to the patient or their representative on the importance of ordering prescriptions in a timely manner. Refer to Appendix C for the patient education element of the service.

2.5 The pharmacist will at his/her discretion, make the supply in accordance with the requirements of the Human Medicines Regulations 2012. See Appendix B for further detail on exclusions and quantities that can be supplied under the service.

2.6 The PharmOutcomes platform will allow the pharmacist to establish whether the patient has previously used the service. If the patient has used the service in the last 12 months, then the length of treatment supplied should be only sufficient to last until the next working day when the patient can obtain a prescription. (maximum of 5 days). In addition as part of the patient education element (Appendix C), the patient must be provided with support and information to help

minimise the need for repeated use of the service.

2.7 The pharmacy will maintain a record in 3 places:

Prescription Only Medicine Register – the legal record - record the emergency supply, setting out the name and address of the patient, the prescription only medicine supplied (name, quantity, strength and form), the date of the supply and the nature of the emergency in accordance with the Human Medicines Regulations 2012;

the patient medication record - the consultation and any medicine that is supplied; and the PharmOutcomes platform – the consultation and any medicine that is supplied. This platform will be used for the recording of relevant service

information for the purposes of audit and the claiming of payment. 2.8 A record of the supply will be sent to the patient's general practitioner for information. If the GP practice has an NHS mail address recorded on the PharmOutcomes system, the notification will be sent directly from PharmOutcomes. If they do not have an NHS mail address recorded, the pharmacy will be prompted to print a notification record and must send it to the GP practice by post or directly to the practice by the end of the next working day following the supply.

2.9 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 the declaration (Appendix D). 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.

2.10 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 (Appendix D).

2.11 The pharmacy contractor must have a standard operating procedure in place for

this service.

# **3 Training and Premises Requirements**

3.1 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.

#### **4 Service availability**

4.1 The service will be commissioned from pharmacies that are open on Saturdays and / or Sundays.

4.2 The service will be commissioned to be delivered after 1800 on Fridays, all day on Saturdays and Sundays and on Bank Holidays including from 1800 the previous day if that is a normal working day. Commissioned pharmacies will be expected to provide the service during their normal opening hours.

4.3 The service will also be commissioned during declared emergency situations when NHS England - South (Wessex) will activate the service in specific areas.

#### **5 Payments**

5.1 The service is jointly funded by NHS England-South (Wessex) and the CCG where the pharmacy is based. Fees are funded by NHS England and drug costs including VAT by the relevant CCG.

5.2 Pharmacies will be paid:

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

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

5.3 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.

5.4 Claims for broken bulk will not be accepted.

5.5 The pharmacy will enter the service delivery information onto the

PharmOutcomes platform and invoices will be generated automatically.

5.6 Payments will be entered on to the NHS BSA Local Payments Application and will appear on pharmacy contractors' monthly statement from the NHS BSA as Local Scheme 2. (As an example payment for activity in March will appear on the statement received by the pharmacy at the end of April.)

#### **6 Quality Standards**

6.1 The pharmacy reviews its standard operating procedures and the referral pathways for the service every 2 years unless there have been changes to the service.

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 – South (Wessex) and CCG led audit of service provision as agreed with the LPCs.

6.4 The pharmacy co-operates with any NHS England – South (Wessex) and CCG led assessment of service user experience as agreed with the LPCs.

#### 7 Responsibilities of the pharmacy

7.1 The pharmacy must ensure they comply with all regulations and protect patient safety at all times.

7.2 The pharmacist is responsible and liable for all decisions and actions taken under this service specification.

7.3 The pharmacy must ensure that the service is available at all times the pharmacy is open that correspond to the circumstances in which the service may be offered.

7.4 Maintain accurate records at all times as required by this specification.

7.5 To send information to patients' GPs as required by this service specification.

7.6 Make contemporaneous records of supplies on the PharmOutcomes platform. 7.7 To inform the NHS England - South (Wessex) promptly if the pharmacy is not able to offer the service for any reason.

# 8 Responsibilities of the NHS England - South (Wessex)

8.1 To monitor and evaluate the service.

8.2 Ensure payment of claims generated through the PharmOutcomes system as outlined in 5.6.

8.3 To alert pharmacies in a local area where a major incident is declared and the service is required at times other than weekend or bank or public holidays

#### 9 Confidentiality

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

9.2 Any approaches by the media for comments or interviews must be referred to NHS England – South (Wessex).

#### **10 Indemnity**

10.1 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.

10.2 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.

#### **11 Equality and diversity**

11.1 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.

# 12 Positive and negative feedback procedure

12.1 Any complaints from patients should be dealt with via the pharmacy's own complaints procedure in the first instance. If further help is required, contact the

#### NHS England customer care centre - 0300 3112233 or

england.contactus@nhs.net .

#### **13 Clinical incident reporting**

13.1 Any adverse incidents that occur must be reported to NHS England - South (Wessex) by email to england.wessexpharmacy@nhs.net

#### **14 Community Pharmacy Contractual Framework**

14.1 The pharmacy must remain compliant with all the essential services under the Community Pharmacy Contractual Framework as part of this agreement.

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

#### **15 Monitoring and Review**

15.1 Information captured on the PharmOutcomes system will be used for monitoring and review of the service.

#### **16 Disputes – Conciliation, Arbitration, and Appeals**

16.1 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.

#### **17 Variations**

17.1 Both parties may agree to vary the terms of this Agreement by mutual consent. 17.2 No variation to the terms of this Agreement shall have effect unless set out in writing and signed by both parties.

#### **18 Service suspension**

18.1 This agreement will be suspended pending the outcome of any investigation into

alleged fraud.

#### **19 Termination**

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

19.2 NHS England - South (Wessex) 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.

#### **20 Duration**

20.1 The PURM service shall commence on 28 October 2016 and continue until 31 October 2017 unless terminated (or suspended) earlier in accordance with the terms of this agreement.

#### **21 LPC agreement**

21.1 The service specification was agreed with Dorset LPC and Hampshire and Isle of Wight LPC on 11 August 2016.

# **22 Appendices** Appendix A – PURM service pathway

NHS 111 - receives call from patient		
Identify whether the	Patients are suitable to access the PURM service if	
patient is	they have NHS prescribed repeat medicines but require an	
suitable for PURM service	urgent supply because:	
	they have run out of a medicine	
	they have lost or damaged their medicines or	
	they have left home without them.	
	There are some medicines that cannot be supplied and these	
	include controlled drugs.	
	Please refer to the document outlining the excluded	
	medicines and exceptions.	
If the patient is suitable	Explain and confirm that:	
advise them to contact a	PURM is an NHS service	
participating pharmacy	is free of charge and that usual prescriptions charges apply	
Provide the patient with	the patient's GP will be informed of the supply.	
pharmacy details –	Advise the patient that not all medicines are included but that	
location and phone	the pharmacist will advise them of what they can do if PURM	
number	service is not applicable. Advise the patient to phone the	
	pharmacy first and take ID and evidence of repeat	
	medication when they attend the pharmacy.	

#### Appendix A – PURM service pathway

Pharmacy scenario 1 Patient phones pharma	cy directly or following 111 advice
Check that the patient will	Is the medicine NHS prescribed repeat medicine?
be able to use the service	Can the medicine be supplied as part of the service?
	Does the pharmacy have the medicine in stock?
If the patient will be able to use the service	Explain and confirm that: PURM is an NHS service is free of charge and that usual prescriptions charges apply. the patient's GP will be informed of the supply the patient will need to provide evidence to confirm the medicine that is required consent will need to be given for the patient's GP to be informed of the supply consent will need to be given for detail of the supply to be recorded on a database that could be accessed if the service was used again in the future and for details to be shared with
	NHS England.
If supply can be made and the patient wishes to use the service	Ask the patient or representative to attend pharmacy to obtain the supply Confirm patient identity and evidence of medicine required Review information provided so far on the telephone Make supply and / or provide advice. Have a discussion with the patient as per Appendix C to minimise need to use the service in the future. Ask patient to sign and complete the declaration and consent form Take prescription charge (if applicable). Record the consultation and supply on the PharmOutcomes platform, on the pharmacy PMR and in the POM register Ensure the GP notification form is sent either via PharmOutcomes or by hard copy
If the supply cannot be	Provide advice and / or refer patient to GP OOH service
made and the patient	using access number.
cannot use the service	Make referral to usual pharmacy if appropriate

#### Appendix A – PURM service pathway

Pharmacy scenario 2	
Patient attends pharmad	cy directly
Check that the patient will	Is the medicine NHS prescribed repeat medicine?
be	Can the medicine be supplied as part of the service?
able to use the service	Does the pharmacy have the medicine in stock?
If the patient will be able to	Explain and confirm that:
use	PURM is an NHS service
the service	is free of charge and that usual prescriptions charges
	apply.
	the patient's GP will be informed of the supply
	the patient will need to provide evidence to confirm the
	medicine that is required
	consent will need to be given for the patient's GP to be
	informed of the supply
	consent will need to be given for detail of the supply to be
	recorded on a database that could be accessed if the service
	was used again in the future and for details to be shared with
	NHS England.
If supply can be made and	Confirm patient identity and evidence of medicine required
the	Review information provided
patient wishes to use the	Make supply and / or provide advice.
service	Have a discussion with the patient as per
	Appendix C to minimise need to use the service in the future.
	Ask patient to sign and complete the declaration and
	consent form
	Take prescription charge (if applicable).
	Record the consultation and supply on the
	PharmOutcomes platform, on the pharmacy PMR and in the
	POM register
	Ensure the GP notification form is sent either via
	PharmOutcomes or by hard copy
If the supply cannot be	Provide advice and / or refer patient to GP OOH service
made	using access number.
and the patient cannot use	Make referral to usual pharmacy if appropriate
the	
service	

# Appendix B - permissible items and length of treatment

Dermissible	In general any item that has providually been NULC preserviced for a
Permissible	In general any item that has previously been NHS prescribed for a
Items	patient on a "repeat" basis and that may legally be supplied as an
	emergency supply is permitted to be supplied under this service.
Length of	No more than 30 days can be supplied except in the following
treatment – first	circumstances:
access to the	if the POM is insulin, an ointment, a cream, or an inhaler for
service	asthma (i.e. the packs cannot be broken), the smallest pack
	available in the pharmacy should be supplied
	if the POM is an oral contraceptive, a full treatment cycle should
	be supplied
	NB: Pharmacists should also consider whether it is appropriate to
	supply less than the maximum quantity allowed in legislation.
	Professional judgement should be used to supply a reasonable
	quantity that is clinically appropriate and lasts until the patient is
	able to see a prescriber to obtain a further supply.
	Although other Controlled Drugs cannot be supplied, phenobarbital
	can be supplied to patients of UK registered prescribers for the
	purpose of treating epilepsy. As above, a maximum of 5 days
	treatment applies in this case.
Length of	The PharmOutcomes platform will allow pharmacists to establish
treatment –	whether a patient has previously used the service either in that
subsequent	pharmacy or in another pharmacy. If the service has been
access to the	accessed within the last 12 months, then the maximum length of
service	treatment should be only sufficient to last until the next working day
	when the patient can obtain a prescription. (maximum of 5 days).
Exceptions	The following items are excluded from this service.
	1. Schedule 1, 2, and 3 controlled drugs (not legally allowed under
	emergency supply regulations).
	2. Schedule 4 and 5 controlled drugs.
	3. Any item that has not been previously prescribed and currently
	8. Pregabalin and Gabapentin
	used. 4. Injections and infusions other than insulin and adrenaline auto injector devices. 5. Unlicensed medicines and specials. (Any medicine that does not have a UK marketing authorisation) 6. Codeine phosphate (potential for abuse). 7. Antibiotics

#### Appendix C – Patient Education

Patient education to prevent the future need for an Emergency Supply is an important part of the pharmacist role when delivering the PURM service.

As part of the consultation record you are asked to confirm that a discussion has taken place with the patient to prevent potential re-use of the service. Please use the following tips to structure your discussion.

Failed to order medicines in timely manner	EPS repeat dispensing is rapidly becoming the service of choice for managing medicines for long term conditions. This enables the patient to collect their medicine from their nominated pharmacy or if needed, by returning the prescription to the spine, from other pharmacies in England and Wales. Is this a service offered by the patients surgery- can you facilitate this for them? Education about how soon a patient needs to place an order to get prescription back in time. GP surgery ordering services. Many surgeries now offer online prescription re-ordering services. Many surgeries now offer online prescription re-ordering services. Discuss with local GP practice manager or look at local practice web sites to see if this service can be of benefit to your customers Pharmacy ordering and collection services. Can the patient benefit from any ordering and/or collection service your pharmacy provides for local surgeries? Do you have email messaging/ app for your customers to use that will help order their prescriptions Using a calendar/ diary to plan for next order - also helps to remind when bank holidays are due Using mobile phone/tablet with an alert system to remind when to order next prescription Practical information on how to know when a device such as an inhaler, drops or spray will need re-ordering When it's a new medicine for patient or evidence of poor compliance. Would this patient benefit from MUR or NMS service? Is the pre-payment certificate a help for them? In-equivalence of prescribing duration leading to patient always running short of one item. Liaise with surgery to ensure prescription quantities, where possible, are prescribed for equivalent duration
Lost or	Medicines need to be treated with care and out of reach and sight of
Misplaced	children.
Supply	Treating medicines with respect and establishing a routine and safe
	place to store medicines in the home should minimise safety risks, improve compliance and reduce the opportunity
	to lose or misplace the medicine.
Failed to plan	Adding medicines item to any packing list, putting a reminder note in
for	the suitcase or washbag the patient uses on
holiday away	holiday may help
Consequence of	Explain to the patient that if they have a need to access the service
re-use of the	again within the next 12 months, then the
service	maximum length of treatment supplied will only be sufficient to last
	until the next working day when the patient can
	obtain a prescription. (maximum of 5 days).

#### Appendix C – Patient Education

The following questions must be covered during the consultation and the answers will be captured on PharmOutcomes:

If you hadn't received a supply of your medicine from the pharmacy today, what would you have done?

- Gone without my medicine
- Contacted my GP practice
- Contacted the out of hours GP service
- Visited A&E or an urgent care centre
- Other, please state below

After using this service today I better understand	Agree	Disagree	Uncertain
the importance of not running out of my medicines	-		
After using this service today I better understand			
how I can use my local pharmacy to help me			
order my medicines			
After using this service today I better understand			
ways to help me remember how to order my			
medicines			

#### Appendix D – declaration and consent form

A copy of this form will be generated by PharmOutcomes for the pharmacy to print Date: Pharmacy Name and address:

Pharmacy Urgent Repea	at Medication Service
Name	
Date of Birth	
Address	
Post code	

#### **Prescription charge Exemption**

A is under **16 years** of age

B is **16**, **17** or **18 and** in full-time education

C is 60 years of age or over

D has a valid maternity exemption certificate

E has a valid medical exemption certificate

F has a valid prescription pre-payment certificate

G has a valid War Pension exemption certificate

L is named on a current HC2 charges certificate

X item supplied is a free of charge contraceptive

H \*gets Income Support or income-related Employment and Support Allowance

K \*gets income-based Jobseeker's Allowance

M \*is entitled to, or named on, a valid NHS Tax Credit Exemption Certificate

S \*has a partner who gets Pension Credit **Guarantee** Credit (PCGC)

Name: Date of Birth: NI number:	
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be you or your partner. Checks may be made with the Department for Work and Pensions (formerly DSS), or the Inland Revenue.

OR Levy declaration: I have paid  $\pounds$  \_\_\_\_\_for medicines received as part of this service Patient Declaration

I declare that I have provided the pharmacist with information that is correct to the best of my knowledge.

I agree that relevant information can be shared, where appropriate with:

my doctor (GP) to help them provide care to me

the commissioner, NHS England - South (Wessex) to allow them to make sure the service is being provided properly by the pharmacy

the NHS Business Services Authority (NHSBSA) to make sure the pharmacy is being correctly paid by the NHS for the service they give me

I agree that the information obtained during the service can be entered onto a secure information system and may be accessed by other pharmacies providing the service if I use the service in the future.

 Patient Signature:
 Date:

 OR
 Representative Signature:

 Relationship to patient:
 Date:

A copy of this form must be kept by the pharmacy for 2 years