SERVICE SPECIFICATION

<table>
<thead>
<tr>
<th>Type</th>
<th>Local</th>
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</thead>
<tbody>
<tr>
<td>Service</td>
<td>Local Enhanced Service for the Provision of Additional or Extended Opening Hours – Access to Medicines and Pharmaceutical Services</td>
</tr>
<tr>
<td>Practice Name/Address</td>
<td></td>
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<tr>
<td>Commissioner Lead</td>
<td>Contract Manager – Pharmacy</td>
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<tr>
<td>Provider Lead</td>
<td>Community Pharmacy</td>
</tr>
<tr>
<td>Start Date</td>
<td>1 December 2009</td>
</tr>
<tr>
<td>Review Date</td>
<td></td>
</tr>
<tr>
<td>End Date</td>
<td>30 April 2013</td>
</tr>
</tbody>
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1. Purpose

1.1 Aims

1.1.1 To improve patient, public and clinician access to medicines and other pharmaceutical services including information and advice on medicines and referral to other sources of assistance where appropriate, when they are required at times and on days not provided for by the existing community pharmacy network.

1.2 Evidence Base

1.2.1 Community pharmacy opening hours are set and managed in accordance with the Pharmacy Regulations. According to the Terms of Service of their national Contract, pharmacies are required to provide ‘core’ opening times of at least 40 hours per week. Pharmacies whose contract was awarded on the basis of a specific exemption to the Control of Entry Test are required to provide pharmaceutical services for at least 100 hours each week.

1.2.2 Perceived need for pharmaceutical services outside of the hours provided by the existing community pharmacy network in any given locality will vary considerably depending on issues such as existing pharmacies and their core/supplementary hours on any given day of the week or time of the year, location and provision of access to Primary Medical Services outside of these hours, the number of ‘100 hour’ pharmacies in the locality or nearby and the specific health and social attributes of the patient population in that locality.

1.2.3 For the purposes of calculating the number of hours that a pharmacy is open during a week that includes statutory Bank Holidays*, the Regulations state that ‘it shall be deemed that the pharmacy was open on that day at the times at which it would ordinarily have been open on that day of the week. This means that for these Bank Holidays in particular, the PCT is at risk of having no pharmaceutical services provision available by virtue of the nationally agreed community pharmacy contractual framework

* “Bank holiday” means any day that is specified or proclaimed as a bank holiday in England pursuant to Section 1 of the Banking & Financial Dealings Act 1971[10]

1.3 General Overview

1.3.1 The pharmacy will provide access to its services during an additional or extended period of opening to ensure that pharmaceutical services are available at times or on days not otherwise provided for by the existing community pharmacy network.
1.3.2 Pharmaceutical services referred to are, as a minimum, those included in the Essential services of the National Community Pharmacy Contractual Framework. Where suitable contracting arrangements exist, the availability of Emergency Hormonal Contraception and Access to Specialist Drugs (e.g., for End of Life Care) should also be included unless specifically permitted to be excluded by the PCT.

1.3.3 The pharmacy will supply medicine in response to the presentation of NHS prescriptions and provide all other pharmaceutical services according to the Essential Services of the Community Pharmacy Contractual Framework.

1.3.4 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, not only in accordance with the usual specification of Essential Services, but more specifically, the provision of those services at times which are likely to be in the 'out of hours' period.

1.3.5 The pharmacy contractor has a similar duty (as per section 1.3.4 above) to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.

1.3.6 The pharmacy will open for a minimum period of one hour on the specified date, more usually two hours at Bank Holiday periods, at a time agreed with the PCT.

1.3.7 The pharmacy will maintain suitable records of the services provided specifically at the commissioned times to facilitate the on-going review of service. The PCT will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment (See Invoice template in Appendix 1)

1.3.8 The PCT will provide participating pharmacies with details of other pharmacy additional/extended hours services and of relevant extended hours primary medical or urgent care/out of hours services for signposting.

1.3.9 The PCT will notify all other relevant parties, including non participating pharmacies, general practices, local provider services such as district nursing and Macmillan teams, NHS Direct and extended hours primary medical or urgent care/out of hours services, with details of participating pharmacies for signposting/awareness raising at other times or as required.

1.4 Objectives

1.4.1 Community Pharmacy will provide access to its services during additional or extended periods of opening to ensure pharmaceutical services are available at times and on days not otherwise provided for by the existing pharmacy network.

1.5 Expected Outcomes

1.5.1 To improve patient, public and clinician access to medicines and other pharmaceutical services including information and advice on medicines and referral to other sources of assistance where appropriate, when they are required at times and on days not provided for by the existing community pharmacy network.

2. Scope

2.1 Service Description

2.1.1 Pharmaceutical services to be provided are, as a minimum, those included in the Essential services of the National Community Pharmacy Contractual Framework.
2.2 Accessibility/acceptability

2.2.1 The pharmacy will supply medicine in response to the presentation of NHS prescriptions, sell or supply OTC medication in support of self care, and provide all other pharmaceutical services according to the Essential Services of the Community Pharmacy Contractual Framework.

2.3 Whole System Relationships

2.3.1 N/A

2.4 Interdependencies

2.4.1 N/A

2.5 Relevant networks and screening programmes

2.5.1 N/A

2.6 Sub-contractors

2.6.1 None identified

2.6.2 The Service Provider shall not assign, pledge, transfer or sub-contract the provision of the Service or any part of it without the PCT’s prior written consent.

3. Service Delivery

3.1 Service model

3.1.1 N/A

3.2 Target Population

3.2.1 General Public

3.3 Staff Competencies

3.3.1

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

4.1.1 N/A

4.2 Location(s) of Service Delivery
4.3 Days/Hours of operation

4.4 Referral criteria & sources
4.4.1 N/A

4.5 Referral route
4.5.1 N/A

4.6 Exclusion criteria
4.6.1 N/A

4.7 Response time & detail and prioritisation
4.7.1 The Pharmacy shall respond to requests as guided by the NHS Pharmaceutical Regulations 2005.

5. Discharge Criteria & Planning
N/A

6. Self-Care and Patient and Carer Information
6.1 This is to be provided in line with Essential Services as documented in the NHS pharmaceutical Regulations 2005.

7. Quality and Performance Standards
7.1 Quality and performance standards will be measured in line with the Community Pharmacy Assurance Framework.

8. Activity

8.1 Activity Plan
8.1.1 No specific activity targets are included because this is a demand-led service. However, in order to assist the PCT’s to determine future provision requirements the pharmacy contractor must maintain, and make available to the PCT on request, records of pharmaceutical services provided such as the total number of prescription items dispensed, including any reasonable sub-division by type and an indication of patient or public demand.

9. Continual Service Improvement Plan
N/A
10. Prices & Costs

10.1 Price

10.1.1 Pharmacies will be paid by the PCT in arrears no later than one month following submission of the correct invoice to Procurement & Contract Management (see appendix 1A), who will arrange direct payment provided that the service has been performed to the satisfaction of the PCT.

10.1.2 Fees agreed here do not set precedent for future fees for additional hours services particularly where a different spectrum of required enhanced services may be required e.g. Out of Hours Call Out. All fees are inclusive of VAT.

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount per Hour per Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday Evenings</td>
<td>£80.00</td>
</tr>
<tr>
<td>Sundays</td>
<td>£100.00</td>
</tr>
<tr>
<td><strong>Standard Bank Holidays</strong></td>
<td></td>
</tr>
<tr>
<td>• May (x2),</td>
<td></td>
</tr>
<tr>
<td>• Good Friday</td>
<td></td>
</tr>
<tr>
<td>• Easter Monday</td>
<td></td>
</tr>
<tr>
<td>• August</td>
<td></td>
</tr>
<tr>
<td>• Boxing Day</td>
<td></td>
</tr>
<tr>
<td>Standard Bank Holidays*</td>
<td>£135.00</td>
</tr>
<tr>
<td><strong>Premium Bank Holidays</strong></td>
<td>£200.00</td>
</tr>
<tr>
<td>• New Years Day</td>
<td></td>
</tr>
<tr>
<td>• Easter Sunday</td>
<td></td>
</tr>
<tr>
<td>• Christmas Day</td>
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</table>

* "Bank holiday" means any day that is specified or proclaimed as a bank holiday in England pursuant to Section 1 of the Banking & Financial Dealings Act 1971[10]

11. Contract Variation

11.1 No amendment or variation shall have effect unless it is in writing and signed by or on behalf of the PCT and the contractor.

11.2 In addition, the PCT may vary the Contract without the contractor’s consent so as to comply with the National Health Service Act 1977, any regulations made pursuant to that Act, or any direction or determination given by the Secretary of State pursuant to that Act where it is reasonably satisfied that it is necessary to vary the Contract in order so to comply; and

11.2.1 notifies the contractor in writing of the wording of the variation and the date upon which that variation is to take effect.
12. Termination

12.1 Any party wishing to terminate this agreement must give 3 months notice prior to termination.

12.2 Where the Contractor has breached the agreement and the breach is capable of remedy, the PCT shall, before taking any action it is otherwise entitled to take by virtue of the agreement, serve a notice on the Contractor requiring it to remedy the breach (“remedial notice”).

12.3 If remedial action is not taken to the satisfaction of the PCT then the agreement may be terminated subject to the terms of the relevant Regulations or Directions. Where the PCT is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the PCT may terminate the agreement with effect from such date as the PCT may specify in a further notice to the Contractor.

13. Dispute Resolution

13.1 Any Disputes that may arise will follow normal dispute resolution procedure determined by the NHS status of the contractor.

14. Signatures

Signed for and on behalf of the provider

Provider

Name

Signature

Position

Date

Signed for on behalf of the PCT

Name

Signature

Position

Date
**Appendix 1A**

**INVOICE and Claim Form**

**Community Pharmacy Enhanced Service for Additional Hours of Opening**

Name of Pharmacy

Short Address of Pharmacy

<table>
<thead>
<tr>
<th>Date and Time of Service Provided:</th>
<th>date</th>
<th>Time</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Pharmacist Name and RPSGB number</th>
<th>Name</th>
<th>RPSGB number</th>
</tr>
</thead>
</table>

**Record of Pharmaceutical Services Activity provided:**

To support PCT activity planning and avoid unnecessary PCT DIRECTIONs under Rota to open pharmacies in future, please complete the record of pharmaceutical services provided below related to the **ADDITIONAL HOURS PROVIDED & CLAIMED FOR UNDER THIS ENHANCED SERVICE only.**

### Part 1: MUST be completed for payment to be approved by PCT

<table>
<thead>
<tr>
<th>Total No of FP10 Prescription forms presented</th>
<th>Total No of items dispensed</th>
</tr>
</thead>
</table>

**Estimated ‘Footfall’**

(approximate number of persons attending the pharmacy during the time claimed for ONLY) **Please delete as applicable**

<table>
<thead>
<tr>
<th>Less than 5 people</th>
<th>5-25 people</th>
<th>25 +</th>
</tr>
</thead>
</table>

### Part 2: Additional information. It would be helpful if this information could be provided to the PCT. **Please delete as applicable**

<table>
<thead>
<tr>
<th>Was a pharmacist present that was able to provide EHC under NHS PGD/Enhanced Service?</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Were any supplies of EHC made?</td>
<td>Yes, OTC paid</td>
</tr>
</tbody>
</table>

Please provide any other useful information/comments on pharmaceutical services made or requested during this time. Continue on reverse if necessary. Thank you.

I certify this claim is accurate and claim the total of £

Signed: __________________________
Print Name: ______________________
Date: ____________________________

[Pharmacy Stamp]

**PCT USE:**

Authorised by and date: __________________________

Please complete and return to: Helen Scott, Middlesbrough PCT, Riverside House, Riverside Park, Middlesbrough, TS2 1RH within 1 month of completing the Additional hours provided.