

## Contract Variation Notice

### Variation Notice

<b>Contact description:</b>	Service Level Agreement for an NHS Community Pharmacy Emergency Repeat Medication Supply Service (PERMSS) between NHS England – North (Cumbria and North East) and The Provider ("The pharmacy")  Trading name and address of pharmacy ..... ..... .....  Contractor ODS Code: F.....  dated December 2016 (the "Contract")
<b>Contract reference:</b>	PERMSS

Capitalised words and phrases in this variation notice have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this variation notice) the parties have agreed the variation summarised below:

Changes to the Period of the Contract and Service Specification at Schedule 1

2. The variation is set out below:

Clause 3 of the Service Level Agreement is amended to read

This agreement is for the scheme to be available

- During all pharmacy opening hours

The agreement and service delivery will cover the period from 21 December 2016 to 31 January 2017.

The following amendments apply to:

Schedule 1-Service Specification of the Service Level Agreement.

### Paragraph 1.0 Introduction, purpose and aims

is amended to read

The Community Pharmacy Emergency Repeat Medication Supply Service (PERMSS) allows the emergency supply of a patient's medicine at NHS expense to patients referred to community pharmacies by NHS 111 only. This may include both prescription only medicines (POMs) and other medicines usually obtained on prescription by the patient from their GP. The PERMSS permits the supply of up to 30 days' of each medication however the amount supplied should only be enough to reasonably allow the patient to re-establish their usual supply of medicine, except where it is not possible to dispense such volumes (inhalers, creams and special containers etc.) and the smallest available pack size should be dispensed. Schedule 1, 2 or 3 controlled drugs (except phenobarbitone or phenobarbitone sodium for epilepsy) cannot be supplied in an emergency.

### Paragraph 2.0 Service description

is amended to read

- 2.1 The pharmacist will at the request of a patient following a referral from NHS 111, assess whether there is an urgent need for their medicine, in circumstances where it is impracticable for the patient to obtain a prescription before the next dose is due.

### Paragraph 3.0 Service scope and outline

is amended to read

This service applies to:

- patients referred to community pharmacy by NHS 111 only.

### Paragraph 3.1 Patient contact and consultation

is amended to read

3.1.1 Following a referral from NHS 111, The pharmacist will:

(a) Interview the patient to:

- assess suitability/eligibility to use the service
- determine if there is an urgent need for the medicine
- identify the medicines needed,
- establish the nature of the emergency
- establish that it is impracticable for the patient to obtain a prescription from their GP before the next dose is due
- assess suitability/legality of making an emergency supply in accordance with the Human Medicines Regulations 2012
- advise the patient or representative to bring an empty medication pack or repeat prescription request slip to the pharmacy or check NHS Summary Care Record where available
- obtain patient consent to receive an emergency medication supply

service, including consent to share information with the patient's own GP, NHS 111 and GP OOH services, as appropriate

- (b) Make every effort to establish a genuine emergency supply need and ability to supply
- (c) Ensure that the majority of emergency supplies are made directly to the patient, rather than a patient representative, except in instances of a pandemic, or where a genuine health and/or social care need for collection by a representative can be evidenced and the patient has been interviewed
- (d) Where appropriate, advise the patient or his representative on the importance of ordering prescriptions in a timely manner and suggest any other action to avoid need for future emergency supply
- (e) Where it is not appropriate to make an emergency supply, clearly communicate the reasons to the patient and record these
- (g) Seek further clinical advice via NHS 111 to ensure an effective patient outcome, including electing to speak to a GP or nurse practitioner, requesting the patient be referred by an OOH GP over the telephone or requesting an appointment with an OOH GP.

#### Paragraph 3.2 Medication supply and records

Is amended to read

- 3.2.1 The pharmacist will at his/her discretion, make the supply in accordance with the requirements of the Human Medicines Regulations 2012.
- 3.2.2 A maximum thirty days medication supply will be dispensed, except in the case of medicines where it is not possible to dispense such volumes (inhalers, creams, special containers etc.) in which case the smallest available pack size should be dispensed.
- 3.2.3 The pharmacy will, in accordance with the Human Medicines Regulations 2012, maintain a record of:
  - a) the name and address of the patient, the prescription only medicine supplied, the date of the supply and the nature of the emergency on PharmOutcomes and in their normal manner for records required under the Human Medicines Regulations 2012
  - b) the consultation and any medicine supplied in the patient's hand-held medication record, where one is in use
  - c) the patient's declaration, including patient consent for information sharing, using the record form at appendix A

#### Paragraph 5. Service availability

Is amended to read

The pharmacy contractor will seek to ensure that the service is available during all pharmacy opening hours (both core and supplementary) within the period as follows:

- Opening hours covering the Christmas specified period:
  - o with some or all of traditional in hours from 08.00-1830 during weekdays

- o or/ and in addition to some or all of 18.30-08.00 during out of hours, weekends and Bank Holidays
- Opening hours during normal working weeks/days, between 11 January 2017 and 31 January 2017 inclusive.

3. The Parties agree that the Service Level Agreement is varied accordingly.
4. The variation takes effect as of midnight on 11 January 2017.

IN WITNESS OF WHICH the parties named below have signed this variation notice on the date(s) shown below:

Signed by:	
for and on behalf of the NHS England North – (Cumbria and North East)	
Signature:	
Title:	
Date:	

Signed by:	
for and on behalf of <i>[insert name of the contractor]</i>	
Signature:	
Title:	
Date:	

Please return completed Contract Variation to:

Helen Reynard  
 Assistant Primary Care Contract Manager  
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