

NATIONAL ASSEMBLY FOR WALES

SUBORDINATE LEGISLATION

2006 No. 76

NATIONAL HEALTH SERVICE ACT 1977

The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2006

Made - - - - 15 November 2006

Coming into force - - 16 November 2006

The National Assembly for Wales, in exercise of the powers conferred by sections 28T and 126(4) of the National Health Service Act 1977⁽¹⁾ hereby gives the following Directions:

Title, commencement, application and interpretation

1.—(1) The title of these directions is the Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2006.

(2) These Directions come into force on 16 November 2006.

(3) These Directions are given to Local Health Boards and apply in relation to Wales.

Amendments to the SFE

2. The directions given by the National Assembly for Wales in the Directions to Local Health Boards as to the Statement of Financial Entitlements under section 28T of the National Health Service Act 1977 which came into force on 30 April 2005⁽²⁾ are amended as follows.

Amendments to the Table of Contents

3. In the Table of Contents—

(a) in Part 4, after Section 15 (dispensing), at the end of the list of headings add the following—

“15A. DISPENSARY SERVICES QUALITY SCHEME

Dispensary Services Quality Payments

Eligibility for Dispensary Services Quality Payments

(1) 1977 c.49. Section 28T was inserted by section 175(1) of the Health and Social Care (Community Health and Standards) Act 2003 (c.43). Section 126(4) has been amended by section 65(2) of the National Health and Community Care 1990 (c.19), paragraph 37 of Schedule 4 to the Health Act 1999 (c.8) and paragraph 5(13)(b) of Schedule 5 to the Health and Social Care Act 2001 (c.15).

(2) These Directions were amended by the Statement of Financial Entitlements (Amendment)(No.2)(Wales) Directions 2005, which were made on 21 July 2005, by the Statement of Financial Entitlements (Amendment)(Wales) Directions 2006 which came into force on 1 February 2006 and by the Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2006 which comes into force on 1 April 2006.

Calculation of Dispensary Services Quality Payments in respect of the financial year 2006/2007

Calculation of Dispensary Services Quality Payments in respect of financial years subsequent to 2006/2007

Conditions attached to Dispensary Services Quality Payments

Accounting arrangements and date payment is due

Part payment of Dispensary Services Quality Payments in special circumstances

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Discretionary matters”; and

- (b) at the end of the list of Annexes, add “***H. Dispensary Services Quality Scheme***”.

Amendment to Section 8

4.—(1) Section 8 (Childhood Immunisations Scheme) is amended as follows.

(2) In paragraph 8.7 of Section 8 (which relates to the calculation of “D”)—

- (a) in sub-paragraph (c), for “ $(C1 \times 2) \times 0.7$ ”, in both places where it occurs, substitute “ $(A \times 2) \times 0.7$ ”; and
- (b) in sub-paragraph (d), for “ $C^x \times 0.7$ ”, in both places where it occurs, substitute “ $A \times 0.7$ ”.

Insertion of Section 15A

5. After Section 15 (dispensing) insert the following Section—

“15A. Dispensary Services Quality Scheme

Dispensary Services Quality Payments

15A.1 Contractors who are authorised or required to provide dispensing services to specific patients, either in accordance with the provisions of Part 3 of Schedule 6 to the 2004 Regulations or in accordance with the provisions of Part 3 of the National Health Service (Pharmaceutical Services) Regulations 1992⁽¹⁾ (the provision of such dispensing services being referred to in this Section as having “consent to dispense”), may choose to participate in the Dispensary Services Quality Scheme.

15A.2 The obligations under the Dispensary Services Quality Scheme are set out in Annex H to this SFE. Participation in the Dispensary Services Quality Scheme is voluntary.

Eligibility for Dispensary Services Quality Payments

15A.3 A contractor that has consent to dispense will be eligible for an annual Dispensary Services Quality Payment, calculated in accordance with the provisions of this Section, if—

- (a) the contractor participates in the Dispensary Services Quality Scheme;
- (b) the contractor satisfies the eligibility conditions set out in paragraph 15A.4 (read with paragraphs 15A.5 and 15A.6); and
- (c) the LHB is satisfied, following review of the contractor’s arrangements (which the LHB is to undertake between 1 January and 31 March inclusive of the financial year to which the payment relates or, where the provision of the service terminates before 1 January for any reason, on such other date as the LHB may, in consultation with the contractor, consider reasonable) that the contractor is

(1) S.I. 1992/662.

providing the required level of service and is achieving the required standards, as set out in Annex H. This eligibility condition will only be satisfied if the contractor—

- (i) complies with any reasonable requirement imposed on it, as part of that review, to provide documentary evidence of matters the LHB needs to consider in order to satisfy itself as to compliance with the standards and level of service set out in Annex H, and
- (ii) co-operates with a practice inspection, if the LHB considers it necessary to undertake one.

15A.4 A contractor will only qualify for a Dispensary Services Quality Payment if it meets the following eligibility conditions—

- (a) it must provide the LHB, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, with a written undertaking, within the time limits set out in paragraph 15A.5, that it will, during the financial year to which the written undertaking relates—
 - (i) perform the services identified in Annex H, and
 - (ii) achieve the standards identified in Annex H;
- (b) it must indicate in the written undertaking provided in accordance with subparagraph (a) the date during the financial year to which the written undertaking relates (that is, 1 April at the start of that financial year or a later date) with effect from which it either has been carrying out or proposes to carry out the services identified in Annex H;
- (c) it must provide the LHB, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, with the name of a partner or salaried GP within the contractor's practice who will be responsible for the Dispensary Services Quality Scheme and if the identity of the nominated responsible person changes, the contractor must notify the LHB in writing of the details of the new responsible person within 28 calendar days of the change; and
- (d) it must, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, co-operate with the LHB in reviewing its Dispensary Services Quality Scheme arrangements.

15A.5 The contractor must provide the written undertaking referred to in paragraph 15A.4(a) within the following timescales—

- (a) in respect of the financial year 2006/2007—
 - (i) in the case of a GMS contract which is in existence on 1 April 2006 and in respect of which the contractor has consent to dispense on 1 April 2006, the contractor must provide the written undertaking on or before 11 January 2007,
 - (ii) in the case of a GMS contract which is in existence on 1 April 2006 but in respect of which the contractor does not have consent to dispense on 1 April 2006, the contractor must provide the written undertaking within 3 months of obtaining consent to dispense or before 11 January 2007, whichever is the later, but in any event before 1 February 2007,
 - (iii) in the case of a GMS contract which takes effect between 2 April 2006 and 31 January 2007 inclusive and in respect of which the contractor has, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date the contract takes effect or before 11 January 2007, whichever is the later, but in any event before 1 February 2007,
 - (iv) in the case of a GMS contract which takes effect between 2 April 2006 and 31 January 2007 inclusive but in respect of which the contractor does not have, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date of obtaining

consent to dispense or before 11 January 2007, whichever is the later, but in any event before 1 February 2007;

(b) in respect of any subsequent financial year—

- (i) the case of a GMS contract which is in existence on 1 April in the financial year and in respect of which the contractor has consent to dispense on that date, the contractor must provide the written undertaking before 1 July of that financial year,
- (ii) in the case of a GMS contract which is in existence on 1 April in the financial year but in respect of which the contractor does not have consent to dispense on that date, the contractor must provide the written undertaking within 3 months of obtaining consent to dispense, but in any event before 1 February of that financial year,
- (iii) in the case of a GMS contract which takes effect between 2 April and 31 January inclusive in the financial year and in respect of which the contractor has, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date the contract takes effect, but in any event before 1 February of the financial year,
- (iv) in the case of a GMS contract which takes effect between 2 April and 31 January inclusive of the financial year and in respect of which the contractor does not have, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date the consent to dispense is obtained, but in any event before 1 February of that financial year.

15A.6 A contractor is not eligible for a Dispensary Services Quality Payment in respect of any financial year as regards which its participation in the Dispensary Services Quality Scheme starts on or after 1 February.

Calculation of Dispensary Services Quality Payments in respect of the financial year 2006/2007

15A.7 If a contractor that had consent to dispense on 1 April 2006 satisfies the eligibility conditions set out in paragraph 15A.3, the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of the financial year 2006/2007. That payment is to be calculated as follows—

£2.58 multiplied by the number of patients on the contractor's list (as measured by the Exeter system) on 1 January 2007 in respect of whom the contractor has consent to dispense.

15A.8 If, as regards a GMS contract that takes effect between 2 April 2006 and 30 November 2006 inclusive, the contractor—

- (a) had consent to dispense on the date the contract took effect, and
- (b) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of the financial year 2006/2007. That payment is to be calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) on 1 January 2007 in respect of whom the contractor has consent to dispense, then multiplied by $X/365$, where X is the number of days left in the financial year for which the contract has effect.

15A.9 If, as regards a GMS contract which is in existence on 1 April 2006 or which takes effect between 2 April 2006 and 30 November 2006 inclusive, the contractor—

- (a) either did not have consent to dispense on 1 April 2006 or, on the date the contract took effect, did not have consent to dispense;
- (b) obtains consent to dispense between 2 April 2006 and 30 November 2006; and
- (c) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of the financial year 2006/2007. That payment is to be calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) on 1 January 2007 in respect of whom the contractor has consent to dispense, then multiplied by $X/365$, where X is the number of days left in the financial year when the contractor obtained consent to dispense.

15A.10 If, as regards a GMS contract which takes effect between 1 December and 31 January 2007 inclusive, the contractor—

- (a) had consent to dispense on the date the contract took effect; and
- (b) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of the financial year 2006/2007.

15A.11 The Dispensary Services Quality Payment payable under paragraph 15A.10 above is to be calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) in respect of whom the contractor has consent to dispense on—

- (a) 1 January 2007; or
- (b) where the contract takes effect between 2 January and 31 January of 2007 inclusive, the date upon which the contract takes effect,

then multiplied by $X/365$, where X is either the number of days left in the financial year from when the contract took effect or the number of days left in the financial year starting from (and including) the date specified by the contractor in his or her written undertaking pursuant to paragraph 15A.4(b), whichever is the shorter period.

15A.12 If, as regards a GMS contract which is in existence on 1 April 2006 or which takes effect between 2 April 2006 and 31 January 2007 inclusive, the contractor—

- (a) either did not have consent to dispense on 1 April 2006 or, on the date the contract took effect, did not have consent to dispense;
- (b) obtains consent to dispense between 1 December 2006 and 31 January 2007 inclusive; and
- (c) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of the financial year 2006/2007.

15A.13 The Dispensary Services Quality Payment payable under paragraph 15A.12 above is to be calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) in respect of whom the contractor has consent to dispense on—

- (a) 1 January 2007; or
- (b) where the consent to dispense is obtained between 2 January 2007 and 31 January 2007 inclusive, the date upon which consent to dispense is obtained,

then multiplied by $X/365$, where X is either the number of days left in the financial year from when the contractor obtained consent to dispense or the number of days left in the financial year starting from (and including) the date specified by the contractor in his or her written undertaking pursuant to paragraph 15A.4(b), whichever is the shorter period.

Calculation of Dispensary Services Quality Payments in respect of financial years subsequent to 2006/2007

15A.14 If, as regards a GMS contract which is in existence on 1 April in any financial year from 2007/2008 onwards, the contractor—

- (a) had consent to dispense on 1 April of that financial year,
- (b) had been participating in the Dispensary Services Quality Scheme immediately prior to 1 April of that financial year, and
- (c) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year. That payment is to be calculated as follows—

£2.58 multiplied by the number of patients on the contractor's list (as measured by the Exeter system) on 1 January of that financial year in respect of whom the contractor has consent to dispense.

15A.15 If, as regards a GMS contract which is in existence on 1 April but to which paragraph 15A.14(b) does not apply, or which is entered into between 2 April and 31 January inclusive, in any financial year from 2007/2008 onwards, the contractor—

- (a) either had consent to dispense on 1 April of that financial year or has, on the date the contract takes effect, consent to dispense; and
- (b) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year.

15A.16 The Dispensary Services Quality Payment payable under paragraph 15A.15 above is calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) in respect of whom the contractor has consent to dispense on—

- (a) 1 January of that financial year; or
- (b) where the contract takes effect between 2 January and 31 January inclusive of that financial year, the date upon which the contract takes effect,

then multiplied by $X/365$ (or $X/366$ where the financial year includes 29 February), where X is either the number of days left in the financial year from when the contract took effect or the number of days left in the financial year from (and including) the date specified by the contractor in his or her written undertaking pursuant to paragraph 15A.4(b), whichever is the shorter period.

15A.17 If, as regards a GMS contract which is in existence on 1 April, or which is entered into between 2 April and 31 January inclusive, in any financial year from 2007/2008 onwards, the contractor—

- (a) either did not have consent to dispense on 1 April of that financial year or, on the date the contract takes effect, did not have consent to dispense;
- (b) obtains consent to dispense between 2 April and 31 January inclusive of that financial year; and
- (c) satisfies the eligibility conditions set out in paragraph 15A.3,

the LHB must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year.

15A.18 The Dispensary Services Quality Payment payable under paragraph 15A.17 above is calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) in respect of whom the contractor has consent to dispense on—

- (a) 1 January of that financial year; or
- (b) where the consent to dispense is obtained between 2 January and 31 January inclusive of that financial year, the date upon which consent to dispense is obtained,

then multiplied by X/365 (or X/366 where the financial year includes 29 February), where X is either the number of days left in the financial year from when the consent to dispense was obtained or the number of days left in the financial year from (and including) the date specified by the contractor in his or her written undertaking pursuant to paragraph 15A.4(b), whichever is the shorter period.

Conditions attached to Dispensary Services Quality Payments

15A.19 A Dispensary Services Quality Payment, or any part thereof, is only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the LHB any information which the LHB does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Dispensary Services Quality Scheme;
- (b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

15A.20 If the contractor breaches any of these conditions, the LHB may, in appropriate circumstances, withhold payment of any, or any part of, a Dispensary Services Quality Payment that is otherwise payable.

Accounting arrangements and date payment is due

15A.21 Dispensary Services Quality Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year to which the payment relates. The Dispensary Services Quality Payment is to fall due—

- (a) subject to sub-paragraph (b), at the end of the first month of the financial year after the financial year to which the payment relates or, in the case of a contract that terminates prior to the end of the financial year or in respect of which the contractor ceases to have consent to dispense or to provide the service in Annex H

prior to the end of the financial year, on the date the contract terminates or the consent to dispense ceases or the provision of the service in Annex H ceases, as the case may be, or

- (b) if, on the due date provided for in sub-paragraph (a), the LHB does not have the information it needs in order to be satisfied that the contractor has met the eligibility criteria in paragraph 15A.3 (all reasonable efforts to obtain the information having been undertaken), on the last day of the month during which the LHB obtains the information it needs in order to be so satisfied.

In the case of a contract merger or split of a type described in paragraphs 15A.24 to 15A.29 below, the due date is the date that the payment would have fallen due if the contracts that are treated as terminated had in fact terminated.

Part payment of Dispensary Services Quality Payments in special circumstances

15A.22 Where a contractor is participating in the Dispensary Services Quality Scheme during any financial year and during that financial year—

- (a) the contract terminates;
- (b) the contractor ceases to have consent to dispense; or
- (c) the contractor ceases to provide the services in Annex H,

the contractor may nevertheless be entitled to payment of a Dispensary Services Quality Payment, calculated in accordance with the provision of paragraph 15A.23 of this Section.

15A.23 The calculation of the payment—

- (a) will be on the basis of the number of patients in respect of whom the contractor has consent to dispense at the start of the quarter in which the contract terminates, the contractor ceases to have consent to dispense or the contractor ceases to provide the service in Annex H, as the case may be, and
- (b) will be on the basis that in any calculation involving X/365, or X/366, “X” will be the number of days during the relevant financial year starting on the date when the contractor’s participation during that financial year in the Dispensary Services Quality Scheme began and ending on the date on which the contract terminates, the contractor ceases to have consent to dispense or the contractor ceases to provide the services in Annex H, as the case may be.

Provisions relating to contractors whose practices merge

15A.24 Paragraphs 15A.25 and 15A.26 apply where two or more contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new GMS contract or a varied GMS contract.

15A.25 If any of the contractors in a contractual merger which takes place before 1 February in any financial year were participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment relating to that participation is to be calculated on the basis that their original GMS contract terminated on the date of the merger. The merged contract is to be treated for the purposes of this Section as a new contract coming into force on the date of the merger. If the new contractor (for these purposes) wants to participate in the Dispensary Services Quality Scheme it should seek to do so in accordance with the provisions of this Section.

15A.26 If any of the contractors in a contractual merger which takes place on or after 1 February in any financial year were participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment is to be calculated on the basis that its original GMS contract terminated on 31 March of that year. The merged contract is to be treated for the purposes of this Section as a new contract coming into force on the date of the merger. If the new contractor (for these purposes) wants to

participate in the Dispensary Services Quality Scheme it should seek to do so in accordance with the provisions of this Section. The new contractor will have no entitlement to any Dispensary Services Quality Payment for the period between 1 February and 31 March of that financial year but may participate in the Dispensary Services Quality Scheme in accordance with the provisions of this Section in future financial years.

Provisions relating to contractors whose practices split

15A.27 Paragraphs 15A.28 and 15A.29 apply where a GMS contract splits (“a contractual split”) and as a result the contractor’s patient list is divided between two or more contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

15A.28 If the original contractor in a contractual split which takes place before 1 February in any financial year was participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment is to be calculated on the basis that the original GMS contract terminated on the date of the split. The GMS contracts that emerge from the split are to be treated for the purposes of this Section as new contracts coming into force on the date of the split. If the new contractors (for these purposes) want to participate in the Dispensary Services Quality Scheme they should seek to do so in accordance with the provisions of this Section.

15A.29 If the original contractor in a contractual split which takes place on or after 1 February in any financial year was participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment is to be calculated on the basis that the original GMS contract terminated on 31 March of that year. The GMS contracts that emerge from the split are to be treated for the purposes of this Section as new contracts coming into force on the date of the split. If any of the new contractors (for these purposes) want to participate in the Dispensary Services Quality Scheme they should seek to do so in accordance with the provisions of this Section. The new contractors will have no entitlement to any Dispensary Services Quality Payment for the period between 1 February and 31 March of that financial year but may participate in the Dispensary Services Quality Scheme in accordance with the provisions of this Section in future financial years.

Discretionary matters

15A.30 Where the GMS contract of a contractor who is participating in the Dispensary Services Quality Scheme is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the LHB, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the LHB should consider, in consultation with the contractor or contractors concerned, making payments under section 28Y of the 1977 Act.

15A.31 It may be that the circumstances of a contract termination, or of a split or merger as described in paragraphs 15A.24 to 15A.29, have rendered it practicably speaking impossible for a contractor to have complied with all of the entitlement conditions in paragraph 15A.3. In these circumstances, the LHB may, where it is equitable to do so, set aside the conditions with which the contractor is no longer able to comply.”.

Amendments to Annex A

6. In Part 2 of Annex A (Glossary – Definitions), after the definition of “Direct Management of a contract” insert the following definitions—

““Dispensary Services Quality Payment” is to be construed in accordance with the provisions of Section 15A.

“Dispensary Services Quality Scheme” is to be construed in accordance with the provisions of paragraph 15A.2 and Annex H.”.

Amendments to Annex D

7.—(1) Annex D (Quality and Outcomes Framework) is amended as follows.

(2) In Section 3 (Organisational Domain)—

- (a) for the heading “Organisational Domain”, substitute “Section 3. Organisational Indicators”,
- (b) for the paragraph headed “Records 22.2 Written evidence”, substitute the following paragraph—

“A survey of written records or a computer search of patients aged over 15 years should be carried out (surveying a minimum of 50 records) to determine the percentage where smoking habit is recorded in the past 27 months, except those who have never smoked where smoking status only needs to be recorded once. (Grade A).”, and
- (c) for the paragraph headed “Records 22.3 Assessment visit”, substitute the following paragraph—

“A random sample of 20 notes or computerised records of patients aged over 15 years should be inspected to confirm that smoking status is recorded in the past 27 months.”.

Addition of Annex H

8. After Annex G (Dispensing Payments), insert the following Annex.

“ANNEX H

DISPENSARY SERVICES QUALITY SCHEME

1. Governance of dispensary services

1.1. SOPs, clinical audit and risk management

1.1.1 The contractor must ensure that Standard Operating Procedures (SOPs) are in place and reflect both good professional practice, as well as the procedures that are actually performed by the practice. SOPs should be followed routinely for all dispensing related activities. SOPs should be specific to the practice and should set out in writing what should be done, when, where and by whom.

1.1.2. Standard Operating Procedures must be reviewed and updated at least once every 12 months and whenever dispensing procedures are amended. A written audit trail of amendments should be maintained.

1.1.3. The contractor must participate in contractor lead clinical audit of dispensing services. Clinical audit seeks to improve patient care and outcomes through the systematic review of care against explicit criteria and the implementation of change. Audit of dispensing services should include arrangements to assess the nature and quality of the advice provided to patients as part of the dispensing service.

1.1.4 The contractor must have a written policy for managing risks in providing dispensing services and must ensure that this policy is understood, and put into practice, by all staff involved in dispensing.

1.1.5 The contractor must ensure that all serious untoward incidents relating to dispensing are reported to the LHB for the purpose of reviewing and learning from incidents.

1.2. Information

1.2.1. The contractor must provide information to their patients on:

- the dispensing services provided by the contractor, and
- how to obtain medicines urgently.

1.2.2. The contractor must inform their LHB (who will advise NHS Direct as for pharmacies) of the hours of availability of dispensing services provided by the contractor. The contractor must ensure that opening times are displayed prominently on the premises from which they carry out dispensing and that they are legible from outside the premises when they are shut.

2. Dispensing Staff

2.1. Training and experience

2.1.1. The Standard Operating Procedures for each dispensary should indicate the level of competency expected for each function performed by dispensers or staff working as dispensary assistants.

2.1.2. For staff employed by the contractor who are not doctors and whose normal working patterns do not involve dispensing but who are involved in dispensing on an occasional or limited basis, a flexible approach to the minimum competence requirement for dispensing assistants can be adopted. The contractor should identify such staff to the LHB, which should agree that the staff member concerned only has an occasional or limited role in dispensing. However, the contractor also needs to demonstrate that all staff who are working in the dispensary have evidence that they have the knowledge and competencies to perform the tasks and roles assigned to them, and staff who only have an occasional or limited role in dispensing are still required to have a certificate of competency signed by the practice manager (if any) and accountable GP in respect of the roles they occasionally undertake.

2.1.3. The contractor must have a written record of the qualifications of all staff engaged in dispensing and ensure that staff engaged in dispensing undertake continuing professional development. The contractor must carry out and complete a written record of an appraisal of all dispensing staff, and assess their competence in performing dispensary tasks at least annually.

2.1.4. Regarding existing staff employed by the practice on the date of the practice's first written undertaking to provide the service:

2.1.4.1. Trainee dispensers:

- must be competent in the area in which they are working to a minimum standard equivalent to the Pharmacy Services Scottish/National Vocational Qualification (S/NVQ) level 2, or undertaking training towards this, or enrol in this training within three months of the practice's written undertaking towards this; and,
- should not work unsupervised until they have completed 1,000 hours work experience in the dispensary and have a certificate of competency signed by the practice manager (if any) and accountable GP. (A trained dispenser should supervise dispensing assistants until they have completed the work experience.)

2.1.4.2. Other existing dispensing staff that work independently in the practice dispensary:

- must have minimum work experience of 1,000 hours over the past five years in a GP dispensary or community pharmacy; and,
- must be competent in the area in which they are working to a minimum standard equivalent to the Pharmacy Services S/NVQ level 2, or undertaking training towards this, or enrol in this training within

three months of the practice's written undertaking to provide the service.

However where an experienced dispenser's residual term of employment is not commensurate with the timeframe requirement of the specified course, the dispenser must have their knowledge and competence assessed and hold a certificate of competency signed by the practice manager (if any) and the accountable GP.

2.1.5. New dispensing staff employed by the practice after the date of the practice's first written undertaking to provide the service:

- must be competent in the area which they are working, to a minimum standard equivalent to the Pharmacy Services S/NVQ level 2 qualification or enrol in training towards this within three months of the commencement of their employment; and,
- must have completed 1,000 hours of work experience in a GP dispensary or community pharmacy within the past five years before being able to work unsupervised. (A trained dispensing staff member should supervise new staff until they have completed the work experience.)

2.1.6. Where a dispenser is expected to enrol on a course, the relevant qualification should be completed within three years, although the LHB has discretion to allow for additional time in the case of absence due, for example, to sickness or maternity leave.

2.2. Minimum level of staff hours

2.2.1. The contractor must ensure that a minimum level of staff hours is dedicated to dispensary services to ensure that patients' needs for dispensing services, and the time required to complete the underpinning systems and processes, can reasonably be expected to safeguard patient safety.

2.2.2. The contractor must assure a level of staffing that reflects the practice's dispensary's configuration and hours of opening, as agreed with the LHB.

2.3. Duty of confidentiality

2.3.1. All employee contracts for dispensing staff must include a duty of patient confidentiality as a specific requirement, with disciplinary procedures set out for non compliance.

3. Review with patients of compliance and concordance with use of medicines

3.1. Subject to paragraph 3.1A, a face-to-face review with patients (and, where appropriate, their carers) of compliance and concordance will be carried out and recorded in the patient's medical record at least once in each financial year for at least 10% of the contractor's dispensing patients. Where the contractor is entitled to less than a full year's Dispensary Services Quality Payment in any financial year the figure of 10% will be reduced by an appropriate percentage. The practice should agree with their LHB the types of patients that should be targeted for the review as part of their undertaking to carry out the services specified.

3.1A For the financial year 2006/2007 only, a contractor who is otherwise entitled to a full year's Dispensary Services Quality Payment will only be required to undertake the compliance and concordance review referred to in paragraph 3.1 for at least 7.5% of their dispensing patients.

3.2. The review should normally be carried out by trained dispensing staff or by a registered health professional with appropriate competencies in review of medicines.

3.3. Arrangements must be in place to ensure that patients reviewed will be referred appropriately and in a timely manner to a doctor, nurse, pharmacist or other appropriate health professional working with the contractor, whenever clinically appropriate.

3.4. The reviewer should:

- establish the patient's actual use, understanding and experience of taking medicines; referring potential side effects or adverse effects reported by patients
- identify, discuss and resolve or refer poor or ineffective use of their medicines
- improve the clinical and cost effectiveness of prescribed medicines, referring where appropriate, and initiating appropriate action by using information from patients to recommend improvements in repeat dispensing and so reduce medicines wastage.”.

Signed on behalf of the National Assembly for Wales

D. Elis-Thomas

15 November 2006