

# **Service Level Agreement and Service Specification for Pharmacy Needle Syringe Provision**

<b>Service Name</b>	<b>We Are With You in Darlington at STRIDE</b>
<b>Commissioner(s)</b>	<b>We Are With You on behalf of Darlington Borough Council</b>
<b>Provider Lead</b>	<b>We Are With You</b>
<b>Date Valid From</b>	<b>17/08/21</b>
<b>Date Review Due</b>	<b>16/08/22</b>

# Part A – Service Level Agreement

## 1. INTRODUCTION:

**1.1** This document defines the service requirements for the provision of a Needle Syringe Provision ('the Service') by the community pharmacy ('the Pharmacy') that must be met in order to receive payment in line with the Service Level Agreement in Part A from We Are With You (We Are With You) for provision of the Service as stated in the Service Specification in Part B. The Service will be provided to drug users ("Service Users') who require injecting paraphernalia, harm reduction advice and signposting to other relevant health and social agencies.

**1.2** This Service Specification will, as required, be subject to continued review and amendment in consultation between We Are With You and local LPC representing the interests of pharmacies. All Parties will be expected to cooperate fully with this review. All amendments to this Agreement, including the Service Specification will be evidenced in writing and signed by both We Are With You and the Pharmacy.

## 2. QUALITY STANDARDS:

**2.1** The Pharmacy will have an understanding of and will comply with Best Practice Guidance for Commissioners and Providers of Pharmaceutical Services for Drug Users (NTA, 2006); compliance with GPhC Code of Ethics and any locally set clinical governance and quality standards as agreed by the Pharmacy and We Are With You.

**2.2** The Pharmacy will demonstrate a relevant quality assurance standard to We Are With You, or will work towards achieving such a standard within an agreed timescale. The quality assurance standards are specified in Appendix A as Pharmacy Assurance Framework.

**2.3** We Are With You expects the Pharmacy to be able to provide evidence of full compliance with the obligations set out in this Service Level Agreement, We Are With You's quality standards arrangements, and other reasonable future arrangements deemed necessary as and when required. It would be expected that the pharmacy would follow GPhC clinical governance guidance. Any incidents or concerns would then be fed into We Are With You's clinical governance process.

**2.4** All clinical governance, reported incidents and patient safety standards in regard to this enhanced service will be monitored and audited by the Pharmacy.

**2.5** The Pharmacy will ensure that We Are With You is indemnified against any claim arising from a Service User or any person acting on behalf of the Service

User arising from the provision of the Service, arising directly from the negligence of the Pharmacy.

**2.6** The Pharmacy will provide and maintain a safe and suitable environment for Service Users, comply with all statutory requirements, legislation, department of health guidelines, professional codes of practice and all health and safety regulations. The Pharmacy may also be required to complete a clinical waste audit annually or when required by the waste contractor.

**2.7** Incidents and near misses must be promptly reported to We Are With You on the same day that relates directly to the provision of this Service or as soon as the pharmacy becomes aware and the We Are With You service is open.

### **3. EXIT STRATEGIES AND SUSTAINABILITY:**

The Pharmacy accepts that We Are With You is unable to guarantee future funding and may, owing to budgetary considerations, be obliged to reduce funding by the giving of not less than one month's notice. Such reductions shall be timed to cause least disruption for service users. If We Are With You invokes this clause to reduce payment then the Pharmacy shall be entitled to cease providing the Service without further notice at its sole discretion and incurring no penalty.

### **4. ACCOUNTABILITY FOR POLICY AND PERFORMANCE:**

Representatives of the Pharmacy may be required to attend policy and performance meetings and shall be obliged to attend to answer questions relating to the Service and to account for funding received. These meetings will be held at a time and place that do not disrupt the provision of the Pharmacy's services.

### **5. CONFIDENTIALITY AND PROVISION OF INFORMATION:**

**5.1** The Pharmacy undertakes that they:

- Shall keep confidential all information concerning Service Users.
- Shall keep safe at all times all papers and documents placed in their possession concerning Service Users.
- Shall comply with the requirements of all legislation relevant to the service and in particular with the Data Protection Act 1998, Human Rights Act 1998 and Freedom of Information Act 2000.

**5.2** We Are With You may require the pharmacist to supply any relevant information required to carry out monitoring and evaluation of the Service. Any Service User information supplied must be anonymised where appropriate and will not be used for any purpose other than monitoring, evaluation and validation.

**5.3** Each party shall comply with its respective obligations pursuant to applicable data protection laws and/or regulations in relation to the processing of personal and/or special category data under this agreement, including but not limited to the General Data Protection Regulations and the Data Protection Act 2018

## **6. EQUAL OPPORTUNITIES:**

The Pharmacy will adopt an equal opportunities policy relating to service provision, staffing and management of the organisation, which is consistent with the definition of Discrimination stated below, and which complies with all relevant statutory obligations. Staff should work in line with their own organisation's "Equal Opportunity Policy" and "Equality and Diversity Scheme". All aspects of the Service will be sensitive to the individual service needs of Service Users. Their cultural, religious and linguistic needs should be met and recognised, utilising resources and specific services for support where appropriate.

Discrimination - Through either direct or indirect action, giving less favourable treatment or applying an unjustified requirement because of age, race, gender, disability, sexual orientation, marital status, and blood borne virus status, irrelevant convictions, ethnic origin or religious belief.

## **7. FUNDING, PAYMENTS AND DEFAULT:**

**7.1** See in Service Specification below.

Payment will be made monthly in arrears by We Are With You upon receipt of an invoice from the Pharmacy that arrives no later than the 5th day after the end of the month. Payments will only be made where We Are With You is satisfied that the Service has been provided in accordance with the terms of this Agreement and will make best endeavours to pay within 30 days of receipt of the Pharmacy's invoice.

**7.2** We Are With You shall be entitled to suspend payment and/or vary the amount of the payment if it considers the Pharmacy has committed a serious breach of the Agreement and shall forthwith notify the Pharmacy in writing accordingly.

**7.3** Following the exercise of rights in clause 7.2 above, We Are With You shall immediately investigate the grounds for suspension or variation and report to the Pharmacy every 30 days until such investigation is complete. When the investigation is complete, We Are With You shall immediately notify the Pharmacy of the outcome and, where appropriate, within 30 days pay any sums to the Pharmacy that were suspended or varied.

**7.4** Without prejudice, if the Pharmacy fails to comply with the provisions of this Agreement We Are With You may serve a default notice stating the action required to remedy the default within a period of time (to be specified by We Are With You) in which to take the action. If the Pharmacy remains in default following

the expiry of the period specified We Are With You may proceed to terminate the Agreement.

**7.5** The Service and payment may be varied or discontinued if:

- a. The Pharmacy and We Are With You agree, **or**
- b. A change in We Are With You service priorities is required either by changes in legislation or by other circumstances, including the cessation or reduction of the budget or other changes in We Are With You service priorities that require either reduction in funding or discontinuation of funding.

We Are With You also has the option to terminate funding should the Pharmacy enter into receivership or become insolvent.

## **8. ARBITRATION:**

Any dispute, which cannot be resolved by negotiation, shall be referred to a nominated arbitrator for example the Chair of the Local Law Society.

## **9. NOTICES:**

**9.1** Notices may be given personally and by recorded delivery post to any address given for that purpose. A notice given by post will be deemed to have been served the first working day after it was posted.

**9.2** The Address for notices for We Are With You is: Part Lower Ground Floor, Gate House, 1-3 St. John's Square, London, England, EC1M 4DH.

**9.3** The address for notices for the Pharmacy is : **xxx Insert Pharmacy xxx**

## **10. TERMINATION:**

This Agreement will end at the end of the Term or earlier:

- a. On the dissolution of the Pharmacy
- b. On the expiry of at least one months' notice given by the Pharmacy to We Are With You of its intention to terminate the Agreement
- c. On the expiry of at least one months' notice given by We Are With You to the Pharmacy of its intention to terminate the Agreement
- d. In the absence of a regular accredited Pharmacist, Pharmacy Manager or Pharmacy Technician to oversee the Service.

## **11. THIRD PARTY RIGHTS:**

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

## **12. SEVERABILITY:**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement We Are With You and the Pharmacy shall immediately commence good faith negotiations to remedy such invalidity.

## **13. WAIVER:**

The failure of either We Are With You or the Pharmacy to insist upon strict performance of any provision of this Agreement or failure to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations of the other party Pharmacy under this Agreement or otherwise.

A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by either We Are With You or the Pharmacy to the other in writing.

## **14. ACCREDITATION:**

**14.1** Accreditation for the Pharmacy to provide the Service is based on the presence and control of an accredited Pharmacist, Pharmacy Manager or Pharmacy Technician as defined in Part B.

**14.2** Accreditation for the Pharmacy to provide the Service will cease and the Service suspended if there is no regular accredited person available to oversee the Service the majority of the working week. Service may recommence on installation of a regular accredited person.

**14.3** It is the responsibility of the Pharmacy to ensure that an accredited person is available to oversee the Service on a regular basis and if not We Are With You should be informed. Please update the document locally to reflect e.g. change in regular pharmacist and inform the service for key contact purposes. If no accredited person is available to oversee on a regular basis please contact the service manager for advice.

Name	Job Title	Date of Accreditation

## 15. AUTHORISATION:

This Agreement is authorised by the following:-

For and on behalf of We Are With You:

<b>Date</b>	
<b>Signed By</b>	
<b>Name</b>	
<b>Position</b>	

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For and on behalf of the Pharmacy:

<b>Date</b>	
<b>Signed By</b>	
<b>Name</b>	
<b>Position</b>	
<b>Pharmacy Name and Address</b> <b>(please insert list of stores if a multiple and address to service notice to if ever required)</b>	

## Part B – Service Specification

### 1. Introduction:

This Service is in line with NICE guidance for Needle and Syringe Programmes (NSP) (PH52) March 2014: providing people who inject drugs with injecting equipment.

### 2. Aims and Objectives:

Injecting is the most hazardous way of taking drugs. It is the main source of both the short- and long-term risks of drug related death. Needle syringe provision and harm reduction initiatives are developed within a wider approach that advocates the following aims:

- Reduce the potential harms associated with active injecting drug use by providing sterile equipment.
- Reduce the prevalence of Blood Borne Viruses (BBV) and infections associated with injecting drug users and the local communities.
- Increase treatment knowledge of injecting drug users not currently engaged with treatment services.
- To maximise the access and retention of all service users, especially the highly socially excluded.
- To contribute to the reduction of drug-related deaths among injecting drug users.
- To reduce the rate of sharing and other high risk injecting behaviours.
- Reduce the cost of primary and secondary care caused by injecting drug use.

It is expected that all needle syringe provision transactions will take place within the context of offering a user-friendly, non-judgemental, service user-centred and confidential harm reduction focused service.

### 3. Description of the Service Provided:

The Service offered by the Pharmacy will include all of the following:

- Distribution of a range of free injecting paraphernalia as deemed appropriate by We Are With You following national legislation and local policy.

- Provision of written information on harm reduction (for example on safer injecting or overdose prevention), plus ability to refer to We Are With You.
- Display the National Scheme logo.
- The Pharmacy will provide an introduction to the scheme and explain the rationale behind the Service to service users on first use.
- The service user will be provided with access to a user-friendly and confidential service from a quiet discreet area.
- The Pharmacy will encourage 100% returns and facilitate the safe disposal of used equipment. The Pharmacy should explore where needle syringe provision paraphernalia is being disposed. Non-returns should not impact on provision of equipment however strategies may be utilised to proactively encourage return. For example in the event where the service user frequently presents with no returns then the service user is not to be refused supply, but rather a one needle emergency pack is to be supplied. In recurrent exchanges where the service user returns the emergency pack, then the 10 pack can be dispensed.
- At least one sharps disposal device will be provided for each transaction.
- Information on the risks of unsafe disposal of injecting equipment.
- Consistent efforts to maximise return of used injecting equipment.
- Risk reduction advice and health promotion. This includes advice on a range of issues including the prevention of drug-related death, safer injecting technique, overdose prevention, blood-borne infections, contraception and safer sex, alcohol misuse, nutrition etc.
- Referral to other treatment services for effective health and social care as appropriate.
- Provision of information on the use of acidifiers encouraging the understanding of the health implications of overuse.
- Advice/interventions that prevent or curtail transition into injecting. These interventions should be targeted at current injectors and current smokers of substances than can be injected
- Advice/interventions on drug-related harm that does not involve injecting (e.g. harm related to smoking crack).
- The Pharmacy will record needle syringe provision activity and provide an explanation of the purpose of monitoring and what it is used for.

- The Pharmacy will use where available the online reporting service contracted by We Are With You (PharmOutcomes) to report the number of individuals seen, the total number of contacts, sharps bins returned, total number and stock given out by type.
- The pharmacies will liaise with the equipment provider using contact details provided by the equipment provider to arrange and agree order and delivery of stock. This will be provided on a next working day basis from the equipment provider (Orion) via their ordering, using items listed (insert local list) only unless instructed otherwise by We Are With You.
- The Pharmacy will inform Orion the frequency of delivery and pick up of waste containers for disposal of returned personal sharps bins according to intensity of business. The Pharmacy will allocate a safe place to store sterile equipment and used equipment returns for safe onward disposal. The storage containers provided by Orion for clinical waste disposal service will be used to store returned used equipment. They will need to be ordered by the pharmacy from Orion. They are not to be used to store diabetics' returns or similar as these will have a separate waste disposal service contract.
- Core opening hours will be those normally operated by the individual Pharmacy.

#### **4. Exclusions:**

Needle syringe provision and harm reduction initiatives are open access services, and people should only be excluded for behaviour that has breached accepted rules and standards at the discretion of the Service but within a structure of service users' rights and responsibilities. As with any other customer the police may be called. These incidents should be reported to We Are With You within one working day. Pharmacists retain the right to refuse to serve a needle syringe provision user.

Referral to alternative services should be made where possible.

#### **5. Young People and Needle syringe provision:**

A person aged 18 years or under who requires treatment for substance misuse will normally access a young person's service. It is recognised, however, that those in the transitional period between childhood and adulthood can develop at different rates, and therefore have different treatment needs.

For those customers aged 16–18 (or those perceived to be of this age) the Pharmacy staff should seek to encourage the person to utilise young person's services or an agency-based Recovery Partnership needle and Syringe site, rather than Pharmacy needle and Syringe. Only where the person refuses this

and the pharmacist considers the person is at risk of using shared needles obtained elsewhere, should needles and syringes be given to the person.

It is not appropriate, in the first instance, for the Pharmacy to provide Needle Syringe Provisions to any young person under the age of 16. They should be referred directly to **Darlington We Are With You Service** and supplied with appropriate literature. A pharmacist may decide in exceptional circumstances to provide an interim single use kit after assessing competency.

## **6. Access and Referral Pathways:**

Access to needle syringe provision facilities and harm reduction initiatives is voluntary.

The Services provided by the Pharmacy form an integral part of shared care of substance misusers and as such, need to have clear links to other aspects of service provision.

Liaison is encouraged, within the bounds of local information sharing guidelines, with the whole range of health and social care organisations and refers to existing schemes (e.g. health centres, GPs, the probation service, the youth service, other substance misuse treatment services etc.).

## **7. Competencies and Training:**

We Are With You training for Pharmacy staff will include appropriate related topics including basic drugs awareness, referral, health promotion, and approach to treatment, local issues/developments and national guidance.

Attendance at the first session on initiation of accreditation and service provision and then at least one session per year is compulsory for the Pharmacist(s) / Pharmacy Manager / Pharmacy Technician(s) accredited to oversee the service in each participating Pharmacy.

It is also a requirement for the Pharmacist(s) and/or Pharmacy Technician(s) at each Pharmacy to complete the most recent CPPE Declaration of Competence for Needle Syringe Provision within 6 months of commencing service provision.

It is the responsibility of the accredited Pharmacist(s) / Pharmacy Manager / Pharmacy Technician(s) of the participating Pharmacy, to ensure all their staff including locums involved in the provision of the Service have relevant knowledge and are appropriately trained in the operation of the Service. This will be monitored as part of Contract and Performance Management by We Are With You. The Pharmacy must also have provided the staff with appropriate health and safety training, including the safe handling of injecting equipment, an overall understanding of the Service and its harm reduction ethos, and the importance of maintaining confidentiality.

The area of the Pharmacy used for the provision should provide a sufficient level of privacy and safety for the service user, public and staff. A consultation area/private room is not essential; however if used a risk assessment must be undertaken.

## **8. Policies:**

There is a professional requirement for all participating Pharmacies to put in place and operate written standard operating procedures (SOPs) covering this locally commissioned enhanced service. This will include handling of returned needles and needle stick injury procedure and infection control.

The Pharmacy should ensure Hepatitis B vaccination is available to all staff (Pharmacy, dispenser and counter staff) involved in the delivery of this Service.

## **9. Payment:**

Payment will be made to the Pharmacy on a per harm reduction visit basis. The payment schedule will be as follows:

- i) £1 per supply of equipment and harm reduction interaction.**
- ii) Each Pharmacy will also be paid a retainer of £50/month provided that at least 10 harm reduction transactions have taken place in the month relating to the claim.**

The Service as outlined is VAT exempt, both Parties are aware of this exemption. However, if in the future the VAT status was to change then the Pharmacy would be made aware of this change, and an opportunity to renegotiate the terms of the contract would be made available.

## **10. Monitoring is an integral part of the contract:**

The Pharmacy will be required to collect basic anonymous information from service users at each visit. This information will be recorded on a computer on a web based monitoring facility, as appropriate (e.g. PharmOutcomes). Recording of information should take place in a timely manner by the 5<sup>th</sup> of the following month.

On a monthly basis copies of the monitoring forms will be sent to We Are With You by the web provider to generate payment. Any events not recorded on the system will not generate payment.

Service reviews are undertaken by We Are With You where and when required, including those investigating client satisfaction of services to ensure compliance with this Service Specification.

## **11. Returned Injecting Paraphernalia:**

It is of vital importance that service users are encouraged to return their used equipment in the sharps bins provided.

It is important that the returns column on the monitoring form is accurately completed at each visit.

Needle syringe provision waste will be collected from the pharmacy on a monthly basis or less frequently depending on service use.

## **12. Local Contact Details:**

If you have any concerns in relation to your contract or other issues please contact:

Lead Clinical Pharmacist: [emma.griss@wearewithyou.org.uk](mailto:emma.griss@wearewithyou.org.uk)

### **Service contact details**

#### **Address**

We Are With You in Darlington at STRIDE

26 Coniscliffe Road

Darlington

County Durham

DL3 7JX

**Telephone:** 01325 809 810

**Secure email:** [withyou.darlington@nhs.net](mailto:withyou.darlington@nhs.net)

## Appendix A

### Quality Assurance Standards Framework for Supervised Consumption and Needle Syringe Provision

<b>Pharmacy Site</b>		<b>ODS Code</b>	
<b>Authorised Person/Responsible Pharmacist at Site Overseeing Provision</b>		<b>Branch Manager</b>	
<b>Date of Audit</b>		<b>Audit Completed by</b>	

<b>Verification Check</b>	<b>Y / N / NA*</b>	<b>Comments</b>
Signed SLA (Service Level Agreement) in place and received by We Are With You?		
Copy of SLA available in pharmacy, read and signed off by all participating staff in store that day.		
DOCs (Declaration of Competencies) have been completed by authorised pharmacist.		
Relevant SOPs (Standard Operating Procedures) in place?		
Private professional area/consultation room suitable for delivering service utilised for SC/NSP. Should be clean and safe and not utilised as a stockroom/staff room.		
Observation during visit and feedback indicates clients treated with dignity and respect.		
Suitable data protection methods employed.		
Pharmacy/Client Prescribed Treatment Agreement in place (good practice).		
On observation pharmacy staff follows best practice when carrying out supervision (as detailed in SLA).		
Information is available to clients informing them how to make a complaint/compliment.		
Staff can give examples of regular interventions and signposting. Is there information available to handout to clients? Is there information on how to access treatment services available from staff?		
Last 3 months of reporting online demonstrates prompt timely (ideally within 24h) accurate data capture and recording.		
All staff involved in service provision have been appropriately trained/briefed by authorised person. Evidence e.g. signing of SLA locally by all staff?		
On checking the CD cupboard that day's SC are prepared in advance and are stored securely.		

Evidence of good practice utilised to minimise infection spread e.g. use of disposable cups.		
Labels are removed and placed in confidential waste and clinical waste disposed of securely.		
If using a methadone pump ensure there is an SOP for its operation and equipment accuracy has been validated as per manufacturer's guidelines.		
Sharps and returns stored safely in a designated area.		
In NSP sites check stock is adequate and appropriate.		
What are return levels? On checking return bins do these contain only appropriate waste (i.e. from outside is there any evidence that other waste is contained than black returns bins?) and that they aren't overflowing.		
Are staff interacting with clients around NSP? Examples of signposting and interventions regularly.eg checking of client's sites, time elapsed since last use of exchange, understanding of appropriate kit. Is there harm minimisation discussion?		
Staff are aware of safeguarding leads and contact details locally and can show these to the auditor.		
In NSP sites the NSP logo sticker is clearly displayed externally and GDPR poster internally.		
Fitness to Practice. The Pharmacy Manager must provide a declaration that the following fitness to practice documents are up to date across the practice: 1. Professional Indemnity arrangements 2. Safeguarding Training regarding children and adults and evidence can be provided. 3. Evidence of DBS checks 4. Evidence of CPD e.g. detailed on DOC 5. Evidence of public liability insurance		

\* **Y = meets expected standard. No action required**

**N = doesn't meet expected standard**

<b>Summary and Next Steps</b>