




Service Level Agreement for Pharmacy Needle Syringe Provision

Service Name/Location	Cumbria
Version	V3.0
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On behalf of Contractor: Organisation's Name Name Signature Date Position Address <i>(if a multiple, list all relevant and lead address for notices to be sent to)</i>	
On behalf of Commissioner Service Name Signature Date Position Address	Humankind Charity , (Humankind) a UK Registered Company No. 182 0492 and a Registered Charity No. 515 755, VAT No. 334 6763 43, whose Registered Office is Inspiration House, Unit 22, Bowburn North Industrial Estate, Durham DH6 5PF Cumbria Recovery Steps Steven James  16/8/21 Director of Services - Independent Living and North West Recycling Lives Building, 1a Essex Street, Preston, PR1 1QE

Introduction

This document outlines the requirements for providing a needle syringe provision (NSP) service in the community pharmacy setting ('the Service') by a community pharmacy ('the Pharmacy').

The provision of this Service is not condoning the use of substances. NSP is an important harm reduction intervention: paraphernalia is provided free of charge to service users to increase coverage and reduce the need for sharing/re-using equipment and associated blood borne virus transmission risks. Additionally, the provision of more suitable paraphernalia, brief intervention advice and signposting can reduce further harms, particularly those relating to injecting techniques and injection site problems. NSP also ensures safe and appropriate disposal of associated sharps waste and reduces the risk of needle finds. Providing NSP via the Pharmacy can enable development of a therapeutic relationship and provides additional opportunities for providing timely and supportive advice, especially for people who may not otherwise be engaging with services.

1. Governance

- 1.1 This document supersedes all previous working agreements.
- 1.2 The Pharmacy must adhere to relevant legislative requirements, best practice guidance and the standards set, for example by the General Pharmaceutical Council (GPhC) and Royal Pharmaceutical Society (RPS), including '[Standards for registered pharmacies \(2018\)](#)' and '[Needle and Syringe Programmes Public Health Guidance \(PH52\)](#)' published by the National Institute for Health and Care Excellence (NICE)
- 1.3 Humankind and the Pharmacy will fully adhere to their respective obligations set out in this document.
- 1.4 Both Parties agree to share relevant information regarding substance misuse data to allow safe and high-quality Service provision/improvements and in line with the local PharmOutcomes licence agreement which detail data controller/processing/ sharing details.

- 1.5 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.
- 1.6 The Pharmacy will demonstrate relevant Quality Standards to Humankind or will work towards achieving such a standard within an agreed timescale. The Quality Standards are specified in [Appendix A - Pharmacy Quality Standards for NSP Quality Assurance Visits](#). If the Pharmacy remains in default following the expiry of the period specified, Humankind may proceed to terminate the Agreement (as outlined in [Section 2](#)).
- 1.7 The Pharmacy will take part in audit activity including the facilitation of Quality Assurance visits, where Humankind staff will use [Appendix A - Pharmacy Quality Standards for NSP Assurance Visits](#).
- 1.8 Should the Pharmacy not work in line with the agreed standards, Humankind shall immediately investigate and may review payment (as outlined in [Section 2](#)) and in the case of suspension or variation, report to the Pharmacy every 30 days until such investigation is complete. When the investigation is complete, Humankind shall immediately notify the Pharmacy of the outcome.
- 1.9 Any incidents or concerns must be reported immediately and appropriately actioned in accordance with respective organisations incident reporting processes.
- 1.10 Issues pertaining to concerns, incidents, indemnity, performance, disputes, confidentiality and data handling, which include safeguarding issues, must be promptly reported to Humankind within one working day, as soon as the Pharmacy become aware.
- 1.11 The Pharmacy must demonstrate they have appropriate insurance in place to be able to offer the Service and must ensure that Humankind is indemnified against any claim arising from the provision of the Service, and in the case of negligence of the Pharmacy: this liability may not be transferred.
- 1.12 The health and safety of Pharmacy staff (and any associated indemnity issues), remain the responsibility of the Pharmacy, including ensuring that hepatitis B vaccinations have been given to all relevant Pharmacy staff.
- 1.13 Any dispute, which cannot be resolved by negotiation, shall be referred to a nominated arbitrator for example the Local Authority Commissioner for Substance misuse Services or Chair of the Local Law Society.
- 1.14 Representatives of the Pharmacy (Community Pharmacy Cumbria) and Humankind are required to attend regular review meetings, which should occur at least once a year to discuss any concerns.

2. Funding, Notices and Termination

- 2.1 Payment for this scheme is to be agreed between Humankind (local operational contract management supported by Director of Pharmacy) and relevant Local Pharmaceutical Committee(s) (LPC) (Community Pharmacy Cumbria) to represent the Pharmacy.
- 2.2 The LPC (Community Pharmacy Cumbria) will act as an agent between Humankind and the Pharmacy for processing claims for payment via PharmOutcomes as outlined in the local PharmOutcomes licence agreement.

Payment: £1.55/pack supplied

This payment covers:

- Pharmacy staff time and associated costs for the NSP activity
- Provision of harm reduction advice including written information leaflets. Additional harm reduction advice can include overdose prevention, blood borne viruses, wound management, contraception and signposting to other services such as the local Humankind service, mental health and sexual health services.
- Record keeping activities to include PharmOutcomes data entries
- Issuing service users ad hoc (usually in exceptional circumstances) with locked boxes which will be supplied to the Pharmacy via Humankind
- Communication with Humankind/relevant others relating to this Service
- Completion of relevant CPPE substance misuse training self-declaration, and attendance at an annual training event to ensure maintenance of confidence and competence when supporting people who use substances
- Active participation in Quality Assurance visits and achieving required Quality Standards.

- 2.3 The Service as outlined is VAT exempt, and both Parties are aware of this exemption. However, if in the future the VAT status was to change then an opportunity to renegotiate the terms of the Agreement would be made available.
- 2.4 Pharmacies will be selected to provide the Service dependent upon identified service user needs.
- 2.5 The Pharmacy accepts that Humankind is unable to guarantee future funding and may, owing to budgetary considerations be obliged to reduce funding by the giving of not less than 60 days' notice. Such reductions shall be timed to cause least disruption for service users. If Humankind invokes this clause to reduce payment, then the Pharmacy shall be entitled to cease providing the Service at the end of this notice period without incurring a penalty.
- 2.6 To enable payment, the Responsible Pharmacist assigned to the Pharmacy must complete the relevant PharmOutcomes NSP sign up module. The Pharmacy is responsible for subsequently ensuring that Humankind are provided with the correct Pharmacy bank details to complete the enrolment process.
- 2.7 Humankind will make best endeavours to pay the Pharmacy within 30 days in arrears upon receipt of an invoice received via PharmOutcomes.
- 2.8 No payment will be made if the invoice covers activity that was undertaken more than 3 months prior to the date of the invoice being submitted.
- 2.9 Humankind will examine the data submitted and may seek to verify the Fees claimed.
- 2.10 Payments will only be made where Humankind is satisfied that the Service has been provided in accordance with the terms of this Agreement. Humankind 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. Once all relevant investigations are complete and if deemed appropriate, within 30 days Humankind will pay any sums to the Pharmacy that were suspended or varied.
- 2.11 Humankind may from time to time, require reasonable changes to the terms of this Agreement, and where reasonably practicable, up to 14 days' notice will be given. The Pharmacy shall use its reasonable endeavours to implement this change on the understanding that such change will not materially affect the nature of the Service or the Pharmacy's ability to provide the Service.
- 2.12 The Service and payment may be varied or discontinued if the Pharmacy and Humankind agree, or a change in Humankind service priorities is required either by changes in legislation or by other circumstances, including the cessation or reduction of the budget. Humankind also has the option to terminate funding should the Pharmacy enter receivership or become insolvent.
- 2.13 The Service must be offered every day that the Pharmacy is open. If the Pharmacy put in an application to reduce their opening days or times, then Humankind must be informed at the time of application.
- 2.14 Notices must be given in writing via email (with acknowledged receipt) or by recorded delivery post to the details provided for that purpose. A notice given by post will be deemed to have been served the first working day after it was posted.
- 2.15 This Agreement will be reviewed and subject to agreement, renewed on an annual basis. However, it may be ended earlier, either on dissolution of the Pharmacy or where at least 60 days' notice is given by either Party of their intention to terminate the Agreement.
- 2.16 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.

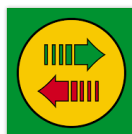
3. Competency and Training

- 3.1 This Service may only be undertaken by competent Pharmacy staff (as outlined below) but must be under the supervision of the Responsible Pharmacist registered with the GPhC.
- 3.2 Staff who are deemed as suitably competent to undertake the Service must be recorded as such on the Pharmacy's local Standard Operating Procedure for NSP.
- 3.3 It is the responsibility of the Pharmacy to ensure that the staff undertaking the Service have received appropriate training, including completion of relevant NSP competencies/accreditation and relevant health and safety training including blood borne viruses, needlestick injuries and safe disposal of sharps.
- 3.4 The Responsible Pharmacist must have completed self-declaration via PharmOutcomes to confirm completion of relevant CPPE substance misuse training within 3 months of commencing Service provision.
- 3.5 The Responsible Pharmacist must have completed Safeguarding training to Level 2 and be DBS-checked in line with current guidance, which must be rechecked/updated in response to any

- legislative/best practice guidance changes. The Responsible Pharmacist must ensure the suitability of any Pharmacy staff who are one-to-one with a vulnerable service user.
- 3.6 Where locums or part time staff predominantly operate a pharmacy, the Superintendent Pharmacist or delegated deputy must nominate a lead person to act as a contact. This must be communicated to Humankind promptly.
 - 3.7 Humankind will seek to provide at least one training event per year which will usually be available for access by the wider Pharmacy Team (including locum staff), to support broader development of competency and confidence in the management of substance misuse. The Pharmacy must be represented by at least one member of staff at a minimum of one event per year.
 - 3.8 The Responsible Pharmacist on duty at any time will retain professional responsibility and the Pharmacy shall retain liability for the Service.

4. NSP Process

- 4.1 If the Pharmacy is unable to provide the Service (e.g. where Service cannot be provided by the Pharmacy or the service user has been banned from their chosen Pharmacy premises), the Pharmacy must make all reasonable efforts to signpost the service user to an alternative NSP service.
- 4.2 The Service must be completed in a location that considers the service users' privacy/dignity and Pharmacy staff/customer safety (this should usually be in the consultation room/area designated for delivering professional services): it must never be provided in the Dispensary.
- 4.3 The Pharmacy must have sufficient staffing levels to ensure safe and effective service provision. Pharmacy staff delivering the Service must not lone work.
- 4.4 The Service should be confidential; therefore, information about the service user accessing the Service should not be shared except in exceptional circumstances (e.g. significant safeguarding risks). If the service user is known to be receiving a concomitant prescribed intervention for their substance misuse, they should be encouraged to speak with their prescriber to have their prescription reviewed.
- 4.5 NSP equipment lists will be determined by Humankind and only low dead space injecting equipment will be used.
- 4.6 NSP equipment and waste management suppliers will be determined by Humankind.
- 4.7 The Pharmacy must liaise with the NSP equipment/waste management suppliers to organise stock deliveries and waste collections to meet the Service needs (this may be via PharmOutcomes).
- 4.8 NSP sharps bins must only be used for NSP returns, not for other sharps waste from other sources such as diabetic services, and safely stored whilst in use/awaiting collection for onward disposal.
- 4.9 Pharmacy staff must ensure that appropriate stock management processes for NSP equipment including ordering (usually online) processes, stock checks, rotation and expiry date checks are in place.
- 4.10 The Pharmacy must confirm that the service user has appropriate safe storage measures in place (including storing out of sight/reach of children/vulnerable adults) for all medicines, illicit substances and associated paraphernalia; therefore, at least one sharps disposal device should be provided for every supply of injecting equipment.
- 4.11 A 100% return rate must be encouraged using appropriate sharps bins/disposal devices, and the Pharmacy should sensitively explore repeated non-returns.
- 4.12 Where emergency ('one-hit') kits are being used in what is felt to be excessive quantities, the Pharmacy should offer supplies in larger quantities that may better meet the service users' needs.
- 4.13 Service users who present with high risk injecting practices (e.g. neck or groin) should be signposted to the local Humankind NSP for provision of specialist advice/equipment.
- 4.14 The national NSP logo must be clearly displayed on the premises (e.g. store window):



- 4.15 Young people (under 18 years) must be signposted to specialist local young persons' services; however, in exceptional circumstances, the Responsible Pharmacist may decide to supply minimal quantities on balance of presenting risks, after confirming capacity (using Gillick competency).
- 4.16 Locum Pharmacy staff must be made aware of this Service and the procedures in advance of them providing locum cover, as the presence of a locum is not a valid reason for the Service not to be appropriately implemented.



- 4.17 It is essential that communication channels (e.g. via PharmOutcomes/emails) are regularly checked and promptly actioned, otherwise the safety/quality of Service provision may be impacted and payment to the Pharmacy may be impacted (as outlined in [Section 2](#)).
- 4.18 The Service will be undertaken in accordance with the Pharmacy's internal Standard Operating Procedures providing it is not contrary to the contents of this Agreement.



Appendix A –

Pharmacy Quality Standards for NSP Quality Assurance Visits

Pharmacy Site	Date of Visit	Responsible Pharmacist	Visit Completed by
Quality Standard			√=meets expected standard. No action required X=Doesn't meet expected standard. Add details of all agreed actions
Quality Assurance Off-site checks	Signed current SLA available in Humankind centrally held records		
	CPPE self-declarations completed by all relevant Pharmacy staff (via PharmOutcomes) within 3 months of commencing the service		
	Attendance by at least one Pharmacy staff member at a minimum of one Humankind training event in the last year		
	Feedback indicates: <ul style="list-style-type: none"> service user treated with dignity and respect awareness of safe storage/disposal of sharps appropriate provision of general brief harm reduction advice including switching to safer routes of administration and overdose management awareness of how to select and use correct NSP equipment awareness of measures to take to reduce the risk if accidental sharing appropriate signposting 		
	Last 6 months of complaints/incidents suggest prompt reporting/appropriate actions.		
	Last 6 months of PharmOutcomes data suggest timely submissions and appropriate returns rates		
Quality Assurance On-site Pharmacy checks	Pharmacy can evidence having in place: <ul style="list-style-type: none"> Signed current SLA available in Pharmacy Correct insurance Arrangements for hepatitis B vaccination for all relevant staff DBS for all Responsible Pharmacists Up to date safeguarding training Level 2 for all Responsible Pharmacists Appropriate infection control measures (e.g. sharps bins not overflowing) Suitable confidentiality/data protection methods (e.g. no identifiers recorded) Pharmacy SOP for NSP read and signed off by all relevant Pharmacy staff National NSP logo clearly displayed Appropriate process for organising NSP equipment ordering/current stock Appropriate process in place for managing NSP waste 		
	Pharmacy staff either observed or can verbally outline how to correctly: <ul style="list-style-type: none"> Follow best practice when carrying out NSP (as detailed in SLA and local Pharmacy SOP) Manage a needle stick injury Respond to incidents/concerns including safeguarding issues Respond to requests from young people, including Gillick competency Respond to requests for secondary distribution Respond to a service user who presents as intoxicated Respond to a request from a service user who is also receiving a prescribed intervention Advise on intramuscular injections Advise on intravenous groin injecting (signposting to specialist services) Manage repeated non-returns Signpost to relevant local specialist services (e.g. Humankind, Housing, Mental Health) Provide written harm reduction information about different equipment, injecting techniques and wound management Provide safe storage advice including written information in service-user accessible format (via C&M website) and locked boxes 		
	Any additional comments (e.g. feedback about how to further improve current Service, learning from incidents yet to be implemented)		