

Service Level Agreement

between

Greater Manchester Mental Health NHS Foundation Trust

AND

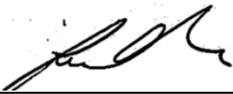
[name of pharmacy]

for the provision of

Pharmacy Needle and Syringe Programme

**As part of the Achieve Bolton, Salford and Trafford Substance
Misuse Service**

- (i) The term of this Service Level Agreement is **1 April 2021 to 8 January 2023**.
- (ii) The Pharmacy named below agrees to undertake the duties and responsibilities associated with the role of the Pharmacy Contractor that are described in the service specification for the provision of the Pharmacy Needle and Syringe Programme services set out in Annex A below.
- (iii) GMMH agree to make payment to the Pharmacy contractor named below in line with the process set out in the payments and invoicing section of the service specification set out in Annex A below.
- (iv) The Pharmacy named below agrees to comply with the data protection requirements set out in Appendix F.

Signed by:	Jonathan Miller
for and on behalf of Greater Manchester Mental Health NHS Foundation Trust	
Signature:	
Title:	Service Manager – Achieve BBST
Date:	28th September 2021

Pharmacy Contractor

Signed by:	
for and on behalf of [name of pharmacy]	
Signature:	
Title:	
Date:	

Annex A

Pharmacy Needle and Syringe Programme Service Specification

April 2021

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1. Introduction

The guidelines below outline the background to and the Standard Operational Procedures including administrative processes for the Needle and Syringe Programme.

Pharmacy services for drug users are contracted with Greater Manchester Mental Health NHS Foundation Trust (GMMH) - Achieve Bolton, Salford and Trafford – and will be commissioned and guided by localised need. Those who join the scheme will have a contractual obligation to adhere to this service specification and to input as appropriate into the 'shared care' of substance users.

Guidance contained in this document is in line with "[NICE Public Health Guidance 52: Needle and Syringe Programmes](#)" (National Institute for Health and Clinical Excellence, 2014).

The purpose of this Service Specification between GMMH and local pharmacies is to document a common understanding of the requirements for the provision of the following intervention:

1.1 Pharmacy Needle & Syringe Programme Facility

Harm Reduction provision including needle exchange schemes exist to reduce the sharing of equipment amongst injecting drug users, in order to limit the spread of blood-borne viruses such as HIV and Hepatitis. This helps to protect not only the individual drug users, but also the communities they live in. To this end needle exchange schemes provide easy access to sterile injecting equipment for all drug users.

Pharmacy Needle Exchange services supported by Achieve Bolton, Salford, and Trafford to provide needle exchange provision for people over the age of 18 who inject illicit substances and non-prescribed anabolic steroids.

In addition to providing clean and sterile injecting equipment the service aims to meet service user needs in a meaningful and holistic non-judgemental approach by providing information, advice, resources, support and signposting around not only substance misuse but other health related needs.

Achieve has developed positive inter-agency working strategies with local services to encourage, motivate and support substance misusers through the drug treatment process.

Achieve is committed to ensuring that every person associated with its service is treated with dignity and respect and ensuring that no person is treated less favorably than another because of their age, gender, colour, race, disability, faith/belief, nationality, ethnicity, citizenship, physical appearance, health status, social position, employment status, family/marital status, political belief, trade union membership, sexual orientation, or non-relevant previous convictions.

2. Aims and Objectives

Aim

To assist the service users to remain healthy until they are ready and willing to cease injecting and ultimately achieve a drug-free life with appropriate support.

Objectives

- To protect health and reduce the rate of blood-borne infections and drug related deaths among service users:
 - by reducing the rate of sharing and other high-risk injecting behaviours.
 - by providing sterile injecting equipment and other support.
 - by promoting safer injecting practices; and
 - by providing and reinforcing harm reduction messages including safe sex advice and advice on overdose prevention (e.g., risks of poly-drug use and alcohol use) via relevant publications and materials.

- To improve the health of local communities by preventing the spread of blood-borne infections by ensuring the safe disposal of used injecting equipment.
- To offer information and referral to services which support an individual to engage with recovery from substance misuse.
- To maximise the access and retention of all injectors.
- To increase the number of people accessing the Needle and Syringe programme provision through open access in a local pharmacy setting.
- To provide baseline information in relation to the demand for the service in this geographic area

3. Service Specification

- The service is pharmacist-led, meaning that the pharmacist will, where necessary or on request from a service user, (albeit not with every client):
 - Assess the condition of service users and, where appropriate, provide 121 health advice or treatment
 - Provide 121 advice to service users about safe injecting techniques
 - Where appropriate, provide 121 advice on dealing with injecting or drug-related infections or illnesses
- It is anticipated that in most cases the service will be overseen by the pharmacist, but carried out by a suitably trained team member
- The part of the pharmacy used for provision of the service is to provide a sufficient level of privacy and safety.
- The pharmacy contractor will offer a user-friendly, non-judgmental, client-centred, and confidential service.
- Pharmacists must have satisfied the Health Education England and Centre for Pharmacy postgraduate education (CPPE) Declaration of Competence for Pharmacy Services – Needle and Syringe Programme service Declaration of Competence.
- The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within their own protocols.
- The pharmacy will allocate a safe place to store equipment and returns for safe onward disposal. The storage containers provided by the clinical waste disposal service will be used to store returned used equipment.
- The pharmacy contractor should ensure that staff are made aware of the risk associated with the handling of returned used equipment and the correct procedures used to minimise those risks. A needle stick injury Standard Operating Procedure (SOP) should be in place. Training, advice, and awareness will be accessible through the Achieve Clinical Team.
- The pharmacy should maintain appropriate records of exchange activity to ensure effective ongoing service delivery and audit. All records will be recorded on the PharmOutcomes system.
- Appropriate protective equipment, including gloves and overalls should be readily available close to the storage site.

- The pharmacy should clearly display the national needle exchange scheme logo indicating participation in the service. Scheme logo stickers can be provided by Achieve on request.
- It is recommended that staff involved in the delivery of this service are immunised for Hepatitis B.
- The frequency of waste collection should be agreed with GMMH to ensure there is not an unacceptable build-up of clinical waste on the pharmacy premises.
- Pharmacies are expected to provide people who inject drugs with the supplied injecting paraphernalia packs. The quantity of packs dispensed should not be subject to an arbitrary limit, but rather, should meet individual needs.
- Pharmacies are expected to provide Needle/Syringe exchanges for Service Users who are accompanied by children (exceptions at the discretion of the Pharmacist may apply).
- Service Users who present at the Pharmacy Needle/Syringe Exchange heavily under the influence of either drugs or alcohol should be advised of the risks of overdose and it should be suggested to them that they return at a later time to obtain an exchange. If the Service User remains persistent, Pharmacy staff will issue the smallest pack they have available and make a note on the needle/syringe exchange form.
- Pharmacies will offer a user-friendly, non-judgemental, and confidential service, and will ensure that all staff involved in the Needle/Syringe Exchange scheme work within data protection guidelines including any new requirements as a result of the implementation of GDPR.
- Pharmacies will contact The Clinical Team at Achieve if they have any concerns regarding the presentation of any Service User in order to maintain effective communication regarding Service Users at risk.
- Pharmacies will encourage and support users of performance and image enhancing drugs to access harm reduction provision with the Achieve Clinical Team, in order to receive specific advice and guidance.
- Pharmacy staff will advise Service Users of the Achieve Service where they can obtain further harm reduction advice and access to a full range of recovery supported interventions in order to support them to address their substance misuse. Pharmacy staff can refer a service user to Achieve by completing the 'Achieve Referral Form', available through PharmOutcomes (appendix A for information)
- Under this service, pharmacies will only provide needle/syringe exchange for individuals who inject illicit substances or non-anabolic steroids.
- In order to comply with data collection and invoicing requirements pharmacies will ensure that each exchange is recorded on the PharmOutcomes system.
- Pharmacies will provide Achieve with details of their opening hours and advise in a timely manner of any changes.

4. Supplies and Stock Ordering

- Pharmacies should monitor their stock usage over each month in order to estimate their stock requirements for the following month. Although adequate levels of stock should be maintained, in order to avoid stock becoming out of date, pharmacies should avoid over ordering.

- A Pharmacy stock order will be placed by Achieve on the first and third Monday of every month.
- It is the pharmacy's responsibility to email their stock order requirements to Achieve prior to the first and third Monday of every month, by completing the electronic stock order form available on PharmOutcomes, (appendix B for information).
- Orders which are not placed in this way will not be made and will be processed the following fortnight.
- Achieve will confirm with the Pharmacy that the order has been placed.
- If pharmacies have any issues or problems regarding stock delivery this should be discussed with Achieve to feed back to the stock supplier.

5. Staffing

Both staff and service users will be protected from any unacceptable behaviour displayed by either party in line with the pharmacy's documented and displayed company code of conduct policy.

6. Quality

- Pharmacy contractors participating in this service must be delivering essential pharmaceutical services to a satisfactory standard.
- The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. As a minimum, this should include awareness training on the need for discretion and the need to respect the privacy of people who inject drugs. The training should also include training on how to treat users of the needle exchange service in a non-stigmatising way.
- The pharmacy can demonstrate that pharmacists and staff involved in the provision of the service have undertaken continuous professional development relevant to this service.
- Achieve will ensure the pharmacy has appropriate harm reduction material available for the user group and will share current health promotion messages via PharmOutcomes.
- The pharmacy will promote the uptake of harm reduction materials and take on the responsibility of providing other health promotion messages as appropriate.
- Pharmacies will be expected to act on Service User feedback provided by Achieve in order to ensure a high-quality service provision.

7. Monitoring, Review and Targets

The pharmacy service must comply (where relevant) with all monitoring and review requirements carried out by Achieve, including audits and service user consultations and feedback.

8. Invoicing & Payments

Pharmacy contractors will be reimbursed according to the following payment structure:

- A payment of £1.55 (VAT exempt) will be made to the Pharmacy Contractor for each exchange transaction or harm reduction information provided if appropriate (a transaction is any amount of equipment given out at any one time.) The Pharmacist should encourage clients to take a week's

supply in line with NICE guidance. The quantity dispensed should not be subject to an arbitrary limit, but rather, should meet individual needs.

- Exemption of VAT applies as the service delivery is pharmacist-led (see section 3 service delivery)
- Invoices for the previous month's exchange activity will automatically be generated through the PharmOutcomes system on the 5th day of each month. It is the pharmacy contractor's responsibility to ensure that all activity is recorded on PharmOutcomes prior to this date.
- Pharmacies are to ensure the data for each exchange is entered onto PharmOutcomes in a timely way.
- There is a grace period of two months which will allow data to be entered and claimed for retrospectively for one month, any claims made after this grace period will not be processed.
- Payment will be made via BACS to the bank account details provided.
- GMMH will undertake to make a payment to CHL within 2 weeks of receiving the invoice.
- CHL undertake to make payments to contractors within 2 weeks of receiving payment from GMMH.
- Achieve will not make payment for the following reasons:
 - Exchanges provided for patients other than those injecting illicit substances or non-anabolic steroids
 - Failure to enter data into the PharmOutcomes for needle exchange within the agreed time frame

9. Leaving the scheme

If Pharmacy Contractors wish to leave the scheme, or cease providing any aspect of the service at any point they should inform Achieve in writing of this intention, 84 days in advance. This will enable prescribers to make alternative arrangements allocating clients to alternative scheme providers.

Similarly Achieve will give 84 days' notice in writing to contractors if a decision is taken to decommission the service. This period of notice will be waived if patient care is compromised or if fraud is suspected.

10. Contacts

Achieve Service contacts are listed below:

Achieve BST Interim Service Manager: Jonathan Miller

jonathan.miller@gmmh.nhs.uk

07827899058

Salford and Trafford Clinical Team: Lisa Sloan

lisa.sloan@gmmh.nhs.uk

01613580750

Bolton Clinical Team: Ann McKernan

ann.mckernan@gmmh.nhs.uk

01204557977

Please also see appendix D with additional contact details and escalation process.

Appendix A – Achieve referral forms



Achieve BST Adult
Referral form June 2

Appendix B – Stock ordering form



Pharmacy Stock
Order Form V3.docx



Pharmacy Stock
Order Form V3.xlsx

Appendix C – Data Collection Forms



Pharmacy Data
collection form V2.d



Pharmacy Data
collection form V2.xl

Appendix D – Contact Details



Acrobat Document

Appendix E – NICE public health guidance 52: Needle and syringe programmes



Nice Guidelines
Needle and syringe

APPENDIX F – DATA PROTECTION AGREEMENT

1.1 Definitions

Agreed Purposes: the provision of certain community-based pharmacy services

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under this clause. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) personal data including but not limited to name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a data subject.
- b) special category data including but not limited to information relating to a data subject's health.

1.2 Each party shall comply with its respective obligations pursuant to the Data Protection Laws.

1.3 To the extent that the Provider is acting as a Controller in Common/Independent Controller:

1.3.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may choose to disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.3.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.3.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes.
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- (c) process the Shared Personal Data only for the Agreed Purposes.
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients.
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement.
- (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA.

1.3.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (h) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data.
- (i) promptly inform the other party about the receipt of any data subject access request.
- (j) provide the other party with reasonable assistance in complying with any data subject access request.
- (k) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible.
- (l) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- (m) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation.
- (n) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data.
- (o) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers.
- (p) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.3 and allow for audits by the other party or the other party's designated auditor; and
- (q) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.