

## Pharmacy Needle Exchange Service

**THIS AGREEMENT is made the                    day of                    2019**

**B E T W E E N:**

- (1) NOTTINGHAM CITY COUNCIL whose address is Loxley house, Station Street, Nottingham NG2 3NG (“the Commissioner”); and
- (2) [insert pharmacy name] (“the Provider”)

together referred to as “the Parties”

**WHEREAS:**

- (A) The Commissioner requires pharmacies within the administrative area of Nottingham City Council to deliver needle exchange services as detailed in Schedule 2 (“the Services”).
- (B) The Provider has been procured to deliver the Services.
- (C) The Parties agree to act in accordance with the terms of this Agreement.

**IT IS NOW AGREED:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement unless the context requires, the following shall have the meanings set out in Schedule 1.
- 1.2 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated associations, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- 1.3 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- 1.4 Words importing the singular should if the contract requires have the plural meaning and vice versa.
- 1.5 Words importing the masculine include the feminine and neuter.
- 1.6 Headings are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.7 The words ‘include’, ‘includes’, ‘including’ are to be construed as if they were immediately followed by the words ‘but not limited to’.

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1.8 In the event of any conflict between the clauses of this Agreement and its Schedules, the order of priority shall be:

1.8.1 clauses of this Agreement and Schedule 1 (Definitions);

1.8.2 the remaining Schedules

**2. TERM**

2.1 This Agreement shall take effect on the Effective Date and the Provider shall deliver the Services from the Commencement Date up until and including the Expiry Date unless this Agreement is extended in accordance with the provisions of clause 2.2 below or terminated earlier in accordance with the terms hereof.

2.2 If the Contract Period includes an option to extend and the Commissioner intends to take up that option, the Provider shall be notified in writing not less than three months prior to the expiry of the initial Contract Period/Extension Period. If no notification is issued, the Agreement will automatically expire after the initial Contract Period/Extension Period (as applicable).

**3. WARRANTIES AND REPRESENTATIONS**

3.1 The Provider warrants and represents that:

3.1.1 it has full capacity and authority and all necessary consents, permissions and/or licences (whether statutory, regulatory, contractual or otherwise) to enter into this Agreement and to perform the Services (and shall retain such consents, permissions and/or licences throughout the Contract Period);

3.1.2 this Agreement shall be performed at all times in compliance with all applicable Laws;

3.1.3 the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence and in accordance with Good Industry Practice;

3.1.4 all necessary insurances required under this Agreement are in place;

3.1.5 it has suitable safeguarding policies in place;

3.2 The Provider acknowledges that the warranties given under this clause 3 are essential for the delivery of this Agreement and any breach of the warranties in clause 3.1 shall be remedied as a matter of urgency at no cost to the Commissioner. Failure to remedy, if capable of remedy, such breach within five (5) Working Days of notification by the Commissioner shall constitute a breach of this Agreement entitling the Commissioner to terminate in accordance with clause 27.1.3. Any cost in remedying any such breach shall be the sole responsibility of the Provider.

3.3 The warranties given in clause 3.1 are continuing warranties that shall apply throughout the duration of this Agreement.

#### **4. FINANCIAL ARRANGEMENTS**

- 4.1 In consideration for the Provider delivering the Services in accordance with the terms and conditions of this Agreement, the Commissioner shall pay the Price to the Provider. Schedule 3 sets out both the Price and the process for receiving payments.
- 4.2 The Commissioner reserves the right to withhold payment of any part of the Price without payment of interest where the Provider has either failed to provide the Services at all or has provided the Services inadequately in the opinion of the Commissioner.
- 4.3 Unless the Commissioner has notified the Provider of the reason for a delay in payment which is beyond the reasonable control of the Commissioner or due to unforeseen circumstances, the Provider may claim on any overdue sum interest from the final date for payment until payment is made at 4% p.a. above the Lloyds Bank plc base rate at the latest date of the payment being due. The Provider is not entitled to suspend provision of the Services as a result of any overdue sums save where payment of agreed sums are not paid for a period exceeding 4 months without any explanation from the Commissioner.
- 4.4 The Price is exclusive of VAT and the Commissioner shall be responsible for paying the Provider such VAT amount as set out in a valid tax invoice at the prevailing rate in force from time to time.
- 4.5 The Provider acknowledges that the Price may be met through funding that the Commissioner receives and that this funding may be reduced during the Contract Period. The Commissioner will in such event give as much notice as possible to the Provider of any proposed funding reduction and the Parties shall work together in good faith and co-operation to agree such changes as necessary to the Services which shall be undertaken in accordance with the variation procedure at clause 31. The Commissioner shall not be liable to compensate the Provider for any losses incurred as a result of any reduction in Price necessitated by a reduction in funding for the Services.
- 4.6 Further details of payment, if any, are set out in Schedule 3.

#### **5. PERFORMANCE**

- 5.1 The Provider shall at all times deliver the Service in accordance with the Specification and at such locations as set out in this Agreement and its Schedules.
- 5.2 If the Provider at any time becomes aware of any material matter which may affect the performance of the Service, the Provider shall inform the Commissioner immediately.
- 5.3 At any time after the Commencement Date and throughout the Contract Period, the Authorised Officer may organise thorough inspections of the Provider's performance of the Services to ensure that it is complying with its obligations under this Agreement and meeting the requirements of Schedule 2.
- 5.4 In performing the Services the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by s.149 Equality Act 2010 to:
- 5.4.1 eliminate discrimination, harassment, victimization and any other conduct that is prohibited by the Equality Act 2010;

5.4.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and

5.4.3 foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

and for the avoidance of doubt this obligation shall apply whether or not the Provider is a public authority for the purposes of section 149 Equality Act 2010.

5.5 The Provider shall provide appropriate assistance and make reasonable adjustments for Service Users who do not speak, read or write English or who have communication difficulties for any reason whatsoever.

5.6 The Parties shall have regard to the delivery of safe, effective and Service User centred high quality care.

5.7 The Parties shall comply with any duties they may have under Law to improve the quality of clinical and/or care services for Service Users through the integrated governance arrangements set out in any national standards and guidance.

5.8 The Provider shall have regard to any specified timescales in the delivery of the Services and as may be set out in the Specification including, where applicable, any referral to treatment timescales which shall be monitored through NDTMS.

## **6 SAFEGUARDING**

6.1 In addition to any requirements set out in Schedule 2, the Provider shall adopt safeguarding policies, including in respect of child sexual exploitation and modern slavery, and such policies shall where appropriate comply with any local multi-agency policies as amended from time to time.

6.2 The Provider as part of its safeguarding duties shall have regard to any government Prevent programme and in particular in respect of identifying and providing support to vulnerable individuals who may be at risk of radicalisation.

6.3 The Provider shall ensure that all Staff are trained and fully competent to a level appropriate to their role and abide by national and local guidance and legislation on safeguarding children and vulnerable adults.

6.4 The Provider shall, where applicable, at all times in the performance of the Services have regard to the Commissioner's policy for safeguarding and promoting the welfare of children and adults in vulnerable circumstances. The Provider shall immediately report to Children and Families Direct any actual or suspected child or adult sexual exploitation of which the Provider becomes aware.

6.5 The Provider shall ensure that it complies with section 54 of the Modern Slavery Act 2015 and, to this end, shall prepare a slavery and human trafficking statement for each financial

year of the Provider. The statement must be published on its website with a prominent link to the statement of the Provider's homepage and must state the steps that the Provider has taken during that financial year to ensure that slavery and human trafficking is not taking place in any part of its own business or any of its supply chains. In the case of a company, the statement must be approved by the board of directors and signed by a director.

## **7. WITHHOLDING/DISCONTINUANCE OF SERVICE**

- 7.1 Except where required by Law, the Provider shall not be required to provide or continue to provide Services to Service Users:
- 7.1.1 who in the reasonable professional opinion of the Provider are unsuitable to receive the relevant Service, for as long as such unsuitability remains;
  - 7.1.2 in respect of whom no valid consent has been given by the Service User in accordance with any policy in place with the Provider and where such consent is required;
  - 7.1.3 who display abusive, violent or threatening behaviour unacceptable to the Provider (though the Provider must act reasonably in such circumstances and take into account the mental health of a Service User);
  - 7.1.4 where expressly instructed not to do so by an emergency service provider who has authority to give such instructions for so long as that instruction applies.
- 7.2 Where the Provider proposes not to provide or to discontinue provision of Services to any Service User under clause 7.1 where reasonably possible, the Provider shall explain to the Service User taking into account any communication or language needs, the action that it is taking, when such action takes effect, and the reasons for it.
- 7.3 Nothing in this clause 7 shall entitle the Provider not to provide or to discontinue provision of the Services in cases where to do so would be contrary to the Law.

## **8. NOT USED**

## **9. NOT USED**

## **10. REVIEW AND PERFORMANCE MONITORING**

- 10.1 The Authorised Officer and the Contract Manager shall review the performance of the Service delivery on a regular basis ("Service Review") and as may be specifically set out in Schedule 2.
- 10.2 As part of the Service Review the Provider shall provide any and all monitoring and reporting information as reasonably required by the Commissioner.
- 10.3 Any issues raised in a Review Meeting shall be completed within agreed timescales. Failure to meet the timescales will constitute a Default.

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- 10.5 Each Service Review shall be completed by the Commissioner and the Provider signing a written review record ("Review Record") containing without limitation a summary of all the matters raised during the Review, actions taken and agreements reached.
- 10.6 Notwithstanding the provisions of clauses 10.1 - 10.5 above, where either the Commissioner or the Provider reasonably considers an event/circumstance constitutes an emergency or is materially important, such Party may request that a Review meeting be held as soon as practicable and in any event such Review meeting shall be held within 5 Working Days of such request.
- 10.7 At any time during the Contract Period the Commissioner may issue notice of any concerns it may have regarding the Provider's performance and delivery of the Services, ("Performance Query Notice" or "PQN"). A PQN may also be issued where there is any failure to meet a Performance Indicator as may be set out in Schedule 2.
- 10.8 A PQN will set out the detail of the Commissioner's concern and provide timescales in which the Provider may submit its response to the Commissioner either explaining the reason for the underperformance or disputing the PQN ("Performance Query Response"). The Commissioner may require within the PQN that the Provider to submit information in a specified format as part of the response.
- 10.9 If the Commissioner's accepts the Provider's Performance Query Response it shall confirm this in writing within 10 Working Days of receipt of the Performance Query Response and no further action will be taken.
- 10.10 If the Commissioner does not accept the Performance Query Response or requires further information before making a decision and shall request in writing that a meeting take place between the Parties.
- 10.11 If following the meeting at 10.10 the Commissioner accepts the Provider's Performance Query Response it shall confirm this in accordance with clause 10.9. If the Performance Query Response is not accepted then the Parties shall work together to develop a plan to improve performance ("Remedial Action Plan").
- 10.12 If a Remedial Action Plan is required on more than 2 occasions in any Contract Year this will be considered a material breach and the Commissioner may terminate the Contract with immediate effect upon written notice.

## **11. COMPLAINTS PROCEDURE**

- 11.1 The Provider shall operate a complaints procedure and keep a register containing details of any complaint made in respect of or by a Service User, together with any response and remedial action (if required) taken by the Provider.
- 11.2 The Provider shall provide copies of the complaints register at each Service Review and Review Meeting.
- 11.3 The Provider shall implement lessons learned from complaints and demonstrate at Reviews the extent to which Service improvements have been made as a result.

## **12. CONTRACT MANAGER**

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12.1 The Provider shall within 5 Working Days of the Effective Date identify to the Authorising Officer a competent and authorised Contract Manager to act on behalf of the Provider for all purposes connected with the Agreement.

12.2 The Provider shall give written notice forthwith to the Commissioner of any change of Contract Manager.

**13. PROVIDER'S STAFF**

13.1 The Provider shall have sufficient appropriately qualified and experienced Staff to ensure that the Services are provided in all respect and at all times in accordance with this Agreement.

13.2 The Provider shall ensure that the Staff:

13.2.1 if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;

13.2.2 possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and be appropriately supervised, managerially and professionally;

13.2.3 are covered by the Provider's indemnity arrangements (as identified and to the extent set out in clause 24 (liability and indemnity) for the provision of the Services;

13.2.4 carry, and where appropriate display, valid and appropriate identification in accordance with Good Industry Practice; and

13.2.5 are aware of and respect equality and human rights of colleagues, Service Users and the public.

13.3 The Provider shall have in place systems for seeking and recording specialist professional advice and shall ensure that every member of Staff involved in the provision of the Services receives:

13.3.1 proper and sufficient continuous professional and personal development, training and instruction;

13.3.2 full and detailed appraisal (in terms of performance and on-going education and training); and

13.3.3 professional leadership commensurate with the Services.

13.4 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

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13.5 The Provider shall comply with all relevant legislation relating to its Staff however employed including the compliance in law of the ability of Staff to work in the United Kingdom.

13.6 Where TUPE is deemed to apply either upon commencement of this Agreement, during the Contract Period or upon its termination, the Provider shall comply at all times with its obligations in accordance with the Law.

### **14. STATUTORY, REGULATORY AND POLICY COMPLIANCE**

14.1 The Provider shall comply with all applicable Laws in the provision of the Services.

14.2 The Provider shall comply with its own policies at all times and ensure that the Staff are familiar with the Provider's policy and comply with the same.

14.3 The Provider shall comply with all obligations under the Human Rights Act 1998.

14.4 The Provider shall ensure that its Premises are fully accessible to Service Users and comply with any requirements under the Equalities Act 2010 in respect of reasonable adjustments and the Building Regulations 2010 (as amended) from commencement date.

14.5 The Provider must comply with the requirements of the Health and Safety at Work Act 1974 and any other Law relating to health and safety which may apply to both the Provider's staff and other persons working on or visiting the Premises.

14.6 The Provider must promptly notify the Commissioner of any significant health and safety incidents which may arise in connection with the performance of the Services.

14.7 The Provider must within 5 Working Days of a written request from the Commissioner provide the Commissioner with a copy of its health and safety policy statement.

14.8 The Provider shall comply with the registration and regulatory compliance guidance of any Regulatory Body as appropriate to the Provider.

14.9 The Provider shall comply with any Regulatory Body requirements and any Regulatory Body enforcement action notice.

14.10 The Provider shall comply with the arrangements for notification of Serious Incidents to any applicable Regulatory Body as appropriate and provide a copy to the Commissioner within 5 Working Days.

14.11 The Provider shall consider and respond to the recommendations arising from any audit, Serious Incident report or Patient Safety Incident report.

14.12 The Provider shall comply with any recommendations issued from time to time by any Competent Body which has authority to issue standards or recommendations with which the Parties must comply.

### **15. MONITORING AND REPORTING**



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- 15.1 The Provider shall comply with any and all monitoring and reporting requirements as set out by the Commissioner in Schedule 2, together with any additional requirements that are agreed between the Parties via any contracting and review processes during the Contract Period.
- 15.2 The Provider shall comply with any and all monitoring and reporting requirements that may be imposed by any governing or accreditation body of which the Provider is a member.
- 15.3 The Commissioner in complying with its statutory duties, together with its monitoring of this Agreement, requires the Provider to fully co-operate with the Commissioner and make available to the Commissioner such facilities and such assistance as the Commissioner may reasonably request.
- 15.4 The Provider shall on request allow the Commissioner or the Commissioner's authorised officers or authorised agents (which may include auditors) such access at all reasonable times as may be required by the Commissioner in connection with this Agreement (subject to presentation of proof of identity) to:
- 15.4.1 the Provider's Staff identified as delivering services under this Agreement to provide oral explanations of documentation; and
- 15.4.2 access to (and copies of) such records, information, reports, financial accounts, documents, records (whether in human or machine readable form) and data which the Provider holds or controls in connection with the delivery of this Agreement and the delivery of the Services.
- 15.5 The Commissioner's authorised representatives shall be entitled to make announced and unannounced visits to undertake checks to ensure compliance by the Provider with its obligations under this Agreement
- 15.6 The Provider shall comply with any reporting requirements for the NDTMS as managed by Public Health England.
- 15.7 Any failure to comply with the requirements under this clause 15 shall constitute a material Default.

**16. NOT USED**

**17. RECORDS, AUDIT ACCESS AND DATA**

- 17.1 The Provider shall comply with all reasonable written requests made by any Regulatory Body, the National Audit Office, the Audit Commission or its appointed auditors, the Commissioner or any other Authorised Person for entry to the Provider's Premises and/or the premises of any sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services and for information relating to the provision of the Services.
- 17.2 Subject to Law, an Authorised Person may enter the Provider's Premises and/or the premises of any sub-contractor without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services and for

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information relating to the provision of the Services as set out in Clause 15.5 and 15.6 During such visits, subject to Law and Good Industry Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Provider shall not restrict access to the facilities or staff (but so as not to cause any unreasonable interruption in service delivery) and shall give all reasonable assistance and provide all reasonable facilities.

17.3 Within ten (10) Working Days of the Commissioner's reasonable request the Provider shall send the Commissioner the results of any audit, evaluation, inspection, investigation or research in relation to the Services, the Premises or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.

17.4 Subject to compliance with the Law and Good Industry Practice or unless otherwise agreed with the Commissioner, the Parties shall implement all relevant recommendations:

17.4.1 in any report by a Regulatory Body;

17.4.2 agreed with the National Audit Office or the Audit Commission following any audit;

17.4.3 of any appropriate clinical audit; and

17.4.4 that are otherwise agreed by the Provider and the Commissioner to be implemented.

17.5 The Parties shall maintain complete and accurate accounts and transaction records of all payments, receipts and financial and other information relevant to the provision of the Services.

**18. NOT USED**

**19. CO-OPERATION**

19.1 The Parties shall co-operate in accordance with the Law and Good Industry Practice to ensure the performance of the Services in accordance with this Agreement, having regard at all times to the welfare and rights of Service Users.

19.2 The Provider shall, as applicable for the Services being delivered, co-operate fully and liaise appropriately with:

19.2.1 the Commissioner;

19.2.2 any third party which may be providing care to the Service User at the same time as the Provider's provision of the relevant Services to the Service User; and

19.2.3 primary and social care providers

in order to:

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- 19.2.6 ensure that a consistently high standard of care for the Service User is at all times maintained;
- 19.2.7 ensure a co-ordinated approach is taken to promoting the quality of Service User care; and
- 19.2.8 achieve a continuance of the Services that avoids inconvenience to, or risk to the health and safety of Service Users, employees of the Commissioner or members of the public.

**20. CONFIDENTIALITY**

20.1 Except to the extent set out in this clause or where disclosure is expressly permitted, each Party shall:

- 20.1.1 treat the other Party's Confidential Information as confidential; and
- 20.1.2 not disclose one other Party's Confidential Information to any other person without the owner's prior written consent

20.2 Clause 20.1 shall not apply where:

- 20.2.1 such disclosure is a requirement of law placed upon the Party making the disclosure;
- 20.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 20.2.3 such information was obtained from a third party without obligations of confidentiality;
- 20.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 20.2.5 it is independently developed without access to the other Party's Confidential Information

20.3 The Provider shall not, and shall procure that the Provider's staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purpose of providing the Service.

**21. INTELLECTUAL PROPERTY**

21.1 Except as set out expressly in this Agreement, neither the Commissioner or the Provider shall acquire any right, title or interest in the Provider's Pre-Existing Intellectual Property Rights nor in the Commissioner's Pre-Existing Intellectual Property Rights respectively. All Intellectual Property Rights created up to the Effective Date shall be deemed Pre-Existing Intellectual Property Rights.

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- 21.2 Any Intellectual Property Rights created by either Party upon the Effective Date in respect of the Services shall remain the property of the Party which creates the same (“Arising Intellectual Property Rights”).
- 21.3 Each Party will grant to the other a non-exclusive, non-transferable and revocable licence to use and reproduce its name and trade mark solely as necessary to permit the other’s performance if its obligations under this Agreement.
- 21.4 Neither Party will use any name or trade mark belonging to the other Party in any way which may damage (in the opinion of the other Party) the reputation of the other Party.

**22. DATA PROTECTION**

22.1 The Parties agree that in relation to:

22.1.1 Personal Data processed by the Provider in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Provider shall be the sole Data Controller; and

22.1.2 Personal Data, the processing of which is required by the Commissioner for the purposes of quality assurance, performance management and contract management the Commissioner and the Provider will be independent Data Controllers;

together the “Agreed Purpose”.

22.2 Where the Commissioner requires information under clause 9.1.2 above, the Personal Data requirements shall be as set out in Schedule 2, including the type of Personal Data and duration of processing. Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement.

22.3 Any material breach of the Data Protection Laws by one Party shall, if not remedied within fourteen (14) days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.

22.4 In relation to the Processing of any Personal Data, each Party shall:

22.4.1 ensure that it has all necessary notices and consents in place to enable lawful sharing of Personal Data to the Permitted Recipients for the Agreed Purpose;

22.4.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing;

22.4.3 process the Personal Data only for the Agreed Purpose;

22.4.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

22.4.5 ensure that all Permitted Recipients are reliable and have had sufficient training pertinent to the care and handling of Personal Data;

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22.4.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

22.4.7 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 in accordance with Article 32 GDPR;

22.4.8 not transfer any Personal Data outside the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer; and

22.4.9 assist the other Party (at its own cost) in responding to any request from a Data Subject and in ensuring its compliance with all applicable requirements and obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or the UK's Information Commissioner's Office.

22.5 Each Party shall notify the other Party without undue delay on becoming aware of any Personal Data Breach under this Agreement.

## **23. FREEDOM OF INFORMATION**

23.1 Where the Provider is not a public authority, the Provider acknowledges that the Commissioner is subject to the requirements of the FOIA and shall assist and cooperate with the Commissioner to enable the Commissioner to comply with its information disclosure obligations.

23.2 The Provider shall:

23.2.1 transfer to the Commissioner all Requests for Information that it receives as soon as possible and in any event within two Working Days of receiving a Request for Information,

23.2.2 provide the Commissioner with a copy of all Information in its possession within five Working Days of the Commissioner's request, and

23.2.3 provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to the Request for Information

23.3 The Commissioner shall be responsible for determining whether any Information is exempt from disclosure.

23.4 In no event shall the Provider respond directly to a Request for Information.

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23.5 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.

**24. INSURANCE AND LIABILITIES**

24.1 The Provider shall put in place and maintain the insurances listed below with the following levels of cover:-

24.1.1 employer's liability insurance with a limit of indemnity of not less than £5,000,000.00 (five million pounds) and not less than the statutory minimum;

24.1.2 public liability insurance with a limit of indemnity of not less than £5,000,000.00 (five million pounds) in relation to any one claim or series of claims;

24.1.3 professional indemnity insurance with a limit of indemnity of not less than £1,000,000.00 (one million pounds) in relation to any one claim or series of claims or medical malpractice insurance which includes this level of insurance; and

shall ensure that all consultants and Sub-Contractors engaged by the Provider to provide any element of the Services hold and maintain appropriate levels of insurance cover.

24.2 The Provider's total liability to the Commissioner shall be limited to the insurance levels set out in clause 24.1 above.

24.3 The Provider shall prior to the Commencement Date and on each anniversary of the Commencement Date, provide details of such insurances to the reasonable satisfaction of the Authorised Officer and ensure that all premiums relating to such insurances have been paid.

24.4 The Provider shall be liable to make good any deficiency in the event that the proceeds of any insurance are insufficient to cover the settlement of any claim relating to this Agreement.

24.5 The Provider warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which any insurances put in place pursuant to clause 24.1 may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurance repayable in whole or in part.

24.6 The Provider shall continue to maintain appropriate insurances for a period of 6 years from expiry or earlier termination of this Agreement to cover any ongoing liability it has or may have in negligence to any Service User and/or the Commissioner arising out of care and treatment received by a Service User in the provision of the Services pursuant to this Agreement.

24.7 In connection with the Services, and unless otherwise agreed by the Commissioner and the Provider, the Provider shall not require, and shall ensure that no other person shall require, any Service User to sign any document whatsoever containing any waiver of the

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Provider's liability (other than a waiver in reasonable terms relating to personal property) to that Service User.

- 24.8 Neither Party seeks to exclude or limit its liability for:
- 24.8.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other Party's negligence);
  - 24.8.2 fraudulent misrepresentation;
  - 24.8.3 any actual or alleged infringement of a third party's intellectual property rights; or
  - 24.8.4 any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.
- 24.9 Except where specifically provided, neither Party shall be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.

**25. DEFAULT NOTICES**

- 25.1 Where the Commissioner in its reasonable opinion considers there has been a Default by the Provider that is capable of remedy, it may issue a notice in writing to the Provider (a "Default Notice").
- 25.2 A Default Notice shall:
- 25.2.1 set out the nature and details of the Default;
  - 25.2.2 the remedial action which in the Commissioner's reasonable opinion the Provider must take to remedy any Default; and
  - 25.2.3 the timescales in which the Default must be remedied by.
- 25.3 Failure to comply with a Default Notice may result in termination of this Agreement in accordance with clause 27 respectively.

**26. NOT USED**

**27. TERMINATION**

**Upon Default**

- 27.1 Without prejudice to any other rights and remedies it may possess, the Commissioner shall be entitled forthwith to terminate this Agreement in whole or part by notice in the following circumstances:

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- 27.1.1 Upon discovery of a material misrepresentation by the Provider during the tendering process; or
  - 27.1.2 the Provider has failed to maintain any necessary licences or registration with any requisite Regulatory Body or has had its licence or registration revoked by such Regulatory Body;
  - 27.1.3 failure to remedy a breach of warranties in accordance with the provisions of clause 3.3.
  - 27.1.4 if there is a material breach by the Provider of any of its obligations under this Agreement which is incapable of remedy; or
  - 27.1.5 there have been 2 or more Default Notices served upon the Provider within a 3 month period whether complied with and remedied or not and whether or not the Default Notices are for the same type of breach or performance deficiency; or
  - 27.1.6 Remedial Action Plans have been in place in accordance with clause 10.13
- if the Provider:
- 27.1.7 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding up or dissolution (otherwise than for the purpose set out at 27.1 9), has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction; or
  - 27.1.8 commits a breach of this Agreement as a result of which the image and reputation of the Commissioner have been seriously adversely affected; or
  - 27.1.9 merges with or is taken over by a company or partnership (unless such merger or takeover has no significant detriment to the performance of this Agreement); or
  - 27.1.10 has committed any acts proscribed in the Tender Documents; or
  - 27.1.11 operates without the insurances required under the provisions of clause 24.1.

**Without Default**

- 27.2 Either Party may give 3 months written notice at any time during the Contract Period (or such other period as may be agreed by the Parties) and for any reason.

**28. CONSEQUENCES OF TERMINATION/EXPIRY**



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- 28.1 Upon termination or expiry of this Agreement, in addition to such consequences as are set out in the other provisions of this Agreement the Provider shall:
- 28.1.1 forthwith cease to perform any of the Service; and
  - 28.1.2 be entitled to receive from the Commissioner any payments due for Services provided to the date of termination; and
  - 28.1.3 if applicable, co-operate with the Commissioner to ensure a smooth migration of the Services to the replacement provider; and
  - 28.1.4 be liable forthwith to compensate the Commissioner (where there has been a termination upon Default) for any loss or damage it has sustained in consequence of any antecedent breaches of contract by the Provider; and
  - 28.1.5 forthwith release and hand over to the Commissioner any and all Commissioner property including any Confidential Information and Commissioner data; and
  - 28.1.6 comply with any obligations arising under TUPE.

**29. DISPUTE RESOLUTION PROCEDURE**

- 29.1 If a dispute arises between the Commissioner and the Provider in connection with the Agreement the Parties shall use reasonable endeavours to resolve such dispute by means of a prompt discussion at an appropriate managerial level.
- 29.2 If a dispute is not resolved within ten (10) Working Days of referral under clause 29.1 then either Party may refer it to the Head of Commissioning for the Commissioner and the Chief Executive for the Provider, or such appropriate nominated officer of each Party for resolution who shall meet for discussions within ten (10) Working Days or longer period as the Parties may agree.
- 29.3 Where following ten (10) Working Days after a meeting has taken place under clause 29.2 a dispute has not been resolved to the satisfaction of both Parties the dispute may next be referred at the request of either Party to mediation.
- 29.4 The mediation shall be in accordance with the Centre for Effective Dispute Resolution (“the CEDR”) Model Mediation Procedure (“the Model Procedure”) current at the time of referral to the CEDR. Unless otherwise agreed between the Parties, the mediator will be nominated by the CEDR.

**30. BRIBERY AND CORRUPTION**

- 30.1 The Provider shall and shall procure that persons associated with it or other persons who are performing services in connection with this Agreement shall:

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- 30.1.1 comply with all applicable laws, statutes, regulations, and where appropriate codes relating to anti-bribery and anti-corruption (“Relevant Requirements”), including the Bribery Act 2010; and
  - 30.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 30.1.3 not do, or omit to do, any act that will cause or lead the Commissioner to be in breach of any of the Relevant Requirements;
  - 30.1.4 promptly report to the Commissioner any request or demand for any undue financial or other inducement of any kind received by the Provider in connection with the performance of this Agreement;
  - 30.1.5 have and shall maintain in place throughout the Contract Period its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
  - 30.1.6 if requested, provide the Commissioner with any reasonable assistance to enable the Commissioner to perform any activity required for the purpose of compliance with any of the Relevant Requirements.
- 30.2 The Provider shall indemnify the Commissioner against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against the Commissioner as a result of any breach of this clause 30 by the Provider.
- 30.3 Breach of this clause 30 shall be deemed a material breach under clause 27.1.2.
- 30.4 If the Commissioner terminates this Agreement for breach of this clause 30 the Provider shall not be entitled to claim compensation or any further remuneration whatsoever.

**31. VARIATION**

- 31.1 No variation to this Agreement shall be valid unless it is in writing and signed by the Commissioner and the Provider.
- 31.2 The party proposing the variation (the “Proposer”) shall make a proposal in writing to the other party (a “Variation Proposal”) setting out:
  - 31.2.1 variation proposed;
  - 31.2.2 reason for the variation;
  - 31.2.3 implications of the variation, including financial and operational; and
  - 31.2.4 effective date.
- 31.3 Upon receipt of the Variation Proposal the receiving party (the “Recipient”) shall respond to it in writing within 10 Working Days from the date of receipt, or if it marked “urgent” within 5 Working Days from the date of receipt.

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- 31.4 If the Recipient does not agree to the variation Proposal, the Recipient shall in its response under 31.3 state that the variation is refused and shall set out the reasons for the refusal.
- 31.5 following a response under 31.4 the Proposer may:
- 31.5.1 withdraw the Variation Proposal; or
  - 31.5.2 refer such refusal to dispute resolution in accordance with clause 29; or
  - 31.5.3 serve notice to terminate this Agreement in accordance with clause 27.2
- 31.6 Where the Recipient is in agreement to any proposal from the Proposer, the Variation shall be signed in duplicate by both Parties and a copy retained by each party and appended to this Agreement.

**32. FORCE MAJEURE**

- 32.1 Subject to the following provisions of this clause 32, neither Party shall be considered to be in default of this Agreement or liable to the other Party by reason of any delay or failure in the performance of that Party's obligations under this Agreement if caused (without fault or negligence of that party) in whole or in part by any act, omission or circumstances beyond the reasonable control of that Party (a "Force Majeure Event").
- 32.2 A Force Majeure Event shall include, but not be limited to, an act of God, flood, storm, fire, war, terrorist act, riot, act of Government, breakdown of machinery, shortages of materials, or a delay or failure on the part of any sub-contractor, supplier or carrier of goods or materials relating to this Agreement.
- 32.3 For the avoidance of doubt, strike or other industrial action shall not be considered to be a Force Majeure Event.
- 32.4 If either Party is prevented from delivering its obligations under this Agreement by a Force Majeure Event:
- 32.4.1 it shall immediately serve notice in writing on the other Party, giving details of the nature, circumstance and commencement of the Force Majeure Event; and
  - 32.4.2 it shall use all reasonable endeavours to end or resolve the Force Majeure Event and to resume performances on its obligations as soon as it has ceased; and
  - 32.4.3 Subject to clause 32.5, the time for performance of the obligations that is the subject of the notice at 32.4.1., shall be extended by a period equivalent to the delay caused by the Force Majeure Event.

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32.5 If a Force Majeure Event continues for a period of more than 2 months from the date of its commencement either Party shall be entitled to terminate this Agreement immediately upon written notice to the other Party without liability except for any rights or liabilities which have accrued up to the date of termination of the Agreement.

**33. NOT USED**

**34. NOTICES**

34.1 Any notice required by this Agreement to be given by either Party to the other shall be in writing and shall be served personally, or by sending it by first class post or recorded delivery to the appropriate address, as set out at the head of this Agreement.

34.2 Any notice shall be deemed to be served:

- 34.2.1 on the day of delivery if served personally; or
- 34.2.2 48 hours after posting it by first class post; or
- 34.2.3 at the time of signature if by recorded delivery.

34.3 For the purposes of clause 34.1, the address of each Party shall be:

For the Commissioner: Head of Commissioning  
Nottingham City Council  
Loxley House, Station Street  
Nottingham NG2 3NG

For the Provider: INSERT PHARMACY INFORMATION

**35. WAIVER**

35.1 The failure by either Party to enforce at any time any area or more of the provisions of this Agreement shall not be a waiver of them, or of the right at any time subsequently to enforce all or any of the provisions of the Agreement.

35.2 No waiver of any of the provisions of the Agreement shall be effective unless it is expressed to be a waiver in writing.

**36. THIRD PARTY RIGHTS**

Except where an indemnity is expressly required to be given to a third party, this Agreement is enforceable by the original Parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999 are excluded.

**37. ASSIGNMENT AND SUB-CONTRACTING**

37.1 Subject to clause 37.2, neither party shall assign, novate or otherwise dispose of any all of its rights and obligations under this Agreement without the prior written consent of the other party. Neither may the Provider sub-contract the whole or any part of its obligations under this Agreement except with the express prior written consent of the Commissioner, such consent not to be unreasonably withheld or delayed.

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- 37.2 In the event that the Provider enters into any Sub-Contract in connection with this Agreement, it shall:-
- 37.2.1 remain responsible to the Commissioner for the performance of its obligations under this Agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts and omissions of its Sub-Contractors;
  - 37.2.2 impose obligations on its Sub-Contractors in the same terms as those imposed on it pursuant to this Agreement and shall procure that the Sub-Contractor complies with such terms; and
  - 37.2.3 provide a copy, at no charge to the Commissioner, of any such Sub-Contract on receipt of a request for such by the Commissioner's Authorised Representative.
- 37.3 In the event that the Provider enters into a Sub-Contract in connection with this Agreement, the Provider shall ensure that a term is included in the Sub-Contract which requires the Provider to pay all sums due thereunder to the Sub-Provider within a specified period not to exceed thirty (30) days, from the date of receipt of a valid invoice as defined by the terms of the Sub-Contract.
- 37.4 The Commissioner shall not be liable for any payment whatsoever to Sub-Contractors, the burden of which shall be solely with the Provider.
- 37.5 Unless otherwise stated to the contrary, any reference to the Provider's Staff within this Agreement shall include the Sub-Contractor and the Sub-Contractor's staff and where applicable any reference to the Provider shall include the Sub-Contractor.
- 37.6 The Commissioner shall be entitled to novate this Agreement to anybody which substantially performs any of the functions that previously had been performed by the Commissioner.

**38. SEVERANCE**

If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

**39. COSTS AND EXPENSES**

Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of the Agreement and any variations made to this Agreement during the Contract Period.

**40. NO AGENCY OR PARTNERSHIP**

- 40.1 Nothing in this Agreement will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee.

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40.2 Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.

**41. PUBLICITY**

Without prejudice to the Commissioner's obligations under the FOIA or the Transparency Principles, the Provider shall not:

- (i) make any press announcements or publicise this Agreement or its contents in any way; or
- (ii) use the Commissioner's name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Commissioner (such consent not to be unreasonably withheld or delayed).

**42. LAW AND JURISDICTION**

This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

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AS WITNESS the hands of the parties

SIGNED for and on behalf  
of the Commissioner

Authorised  
signatory

Print

Date

SIGNED for and on behalf  
of the Provider

Authorised signatory

Print

Date

## SCHEDULE 1

### Definitions

<b>“Agreement”</b>	means this Agreement and the Schedules 1-4 hereto;
<b>“Authorised Officer”</b>	means an authorised representative of the Commissioner that has day to day management of this Agreement.
<b>“Authorised Person”</b>	means the Commissioner and any body or person concerned with the treatment or care of a Service User approved by the Commissioner.
<b>“Commencement Date”</b>	means the date on which the Services will be delivered and as set out in Schedule 2.
<b>“Competent Body”</b>	means any body that has authority to issue standards or recommendations with which either Party must comply.
<b>“Confidential Information”</b>	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Service, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data (within the meaning of the DPA) and commercial sensitive information.
<b>“Contract Manager”</b>	means an authorised representative of the Provider that has day to day management of this Agreement.
<b>“Contract Period”</b>	means the period from the Commencement Date up until the Expiry Date (and any extension in accordance with the provisions of clause 2.2);
<b>“Contract Year”</b>	means the period of 12 months commencing from the Commencement Date and each anniversary thereafter.
<b>“Data Controller”</b>	shall have the same meaning as set out in the Data Protection Legislation;
<b>“Data Processor”</b>	shall have the same meaning as set out in the Data Protection Legislation;



<b>“Data Protection Legislation”</b>	The Data Protection Act 2018 and General Data Protection Regulations ((EU) 2016/679) and including where applicable guidance and codes of practice issued by the UK’s Information Commissioner’s Office;
<b>“Data Subject”</b>	shall have the meaning as set out in the Data Protection Legislation;
<b>“Default”</b>	means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or its Staff in connection with or in relation to the subject matter of this Agreement and in respect of which the Provider is liable to the Commissioner.
<b>“Effective Date”</b>	means the date of this Agreement.
<b>“Expiry Date”</b>	has the meaning given in Schedule 2.
<b>“Extension Period”</b>	means the period as may be specified in Schedule 2;
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under the FOIA from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
<b>“Good Industry Practice”</b>	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of services the same as or similar to the Services at the time the Services are provided.
<b>“Guidance”</b>	means any applicable local authority, health or social care guidance, direction or determination which the Commissioner and/or the Provider has a duty to have regard to, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Commissioner and any Competent Body.
<b>“Information”</b>	has the meaning given under section 84 Freedom of Information Act 2000

**“Intellectual Property Rights”**

patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Law”**

means:

- (i) any applicable statute or delegated or subordinate legislation or regulation;
- (ii) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) Guidance;
- (v) national standards; and
- (vi) any applicable regulatory policy, guidance or industry codes or notice of any Regulatory Body;

In each case in force in England and Wales

**“NDTMS”**

means the National Drug Treatment Monitoring System.

**“NICE”**

means the National Institute for Health and Clinical Excellence (or any successor body) being the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health.

**“Party”**

means the Provider or the Commissioner and references to “Parties” shall be construed accordingly;

**“Patient Safety Incident”**

means any unintended or unexpected incident which could have or did lead to harm to one or more Service Users

<b>“Personal Data”</b>	shall have the same meaning as set out in the Data Protection Legislation
<b>“Pre-Existing Intellectual Property Rights”</b>	means any Intellectual Property Rights vested in or licensed to (a) the Provider prior to or independently of the performance by the Provider of its obligations under this Agreement; and (b) the Commissioner prior to or independently of the performance by the Commissioner of its obligations under this Agreement.
<b>“Premises”</b>	means the premises to be used by the Provider in respect of the provision of the Services and as detailed in Schedule 4.
<b>“Price”</b>	means the price to be paid by the Commissioner in respect of the Services and as set out in Schedule 3.
<b>“Regulatory Body”</b>	means any body carrying out regulatory functions in relation to the Provider and/or the Services.
<b>“Requests for Information”</b>	means a request for information or an apparent request under FOIA or the Environmental Information Regulations.
<b>“Review”</b>	means a review of the Services as carried out in accordance with clause 10.
<b>“Schedules”</b>	means any Schedule attached to and forming part of this Agreement.
<b>“Serious Incident”</b>	means an incident or accident or near miss where a Service User, member of Staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider’s premises or where the actions of the Provider or Staff are likely to be of significant public concern.
<b>“Services”</b>	means the services to be delivered by the Provider detailed in the Specification.
<b>“Service User”</b>	means a person who is referred or presents to the Provider or otherwise receives Services under this Agreement.
<b>“Specification”</b>	means the Commissioner’s detailed requirements in respect of the Services as set out in Schedule 2.

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<b>“Staff”</b>	means all persons employed by the Provider (including volunteers, agency, locum, casual or seconded personnel) in the provision of the Services or any activity related to or connected with the provision of the Services.
<b>“Sub-Contract”</b>	means any contract or agreement between the Provider and any third party whereby that third party agrees to provide to the Provider the Services or any part thereof;
<b>“Sub-Contractor”</b>	means any third party engaged by the Provider from time to time under a Sub-Contract or its employees or agents in relation to the performance of any element of the Services;
<b>“TUPE”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
<b>“Working Days”</b>	any day other than a Saturday, Sunday or public holiday in England and Wales

**SCHEDULE 2**  
**SERVICE SPECIFICATION**

Service	<b>Pharmacy Needle Exchange Service</b>
Commissioner Lead	<b>Nottingham City Council (Nottingham Crime and Drugs Partnership)</b>
Period	<b>1<sup>st</sup> October 2019 – 30<sup>th</sup> September 2024</b>

## 1. Purpose

### 1.1 Risks Associated with PWID

Injecting drug use is associated with a myriad of health, social and economic harms to individuals, families and the wider community.

Some of the key health risks faced by people who inject drugs (PWID) include the spread of blood borne viruses and bacterial infections from sharing of needles, syringes and injecting equipment, the consequence of which is often high levels of morbidity and mortality (NICE, 2014, HM Gov 2017). Co-morbidities detrimental to health and wellbeing commonly accompany injecting drug use, including cigarette smoking, alcohol consumption, and risky lifestyle behaviours (DOH, 2017).

Problematic drug use remains a stigmatised health issue that people are often reluctant to disclose and access to appropriate health and social support can be difficult, especially for those with co-existing substance misuse and mental health conditions (HM Gov, 2017). The health risk to the public from discarded injecting equipment is considered low, however, the anxiety and nuisance it produces in local communities means that the perceived risk is considerable and contributes to the negative image of drug users (DEFRA, 2005).

### 1.2 Background and Evidence Base

HIV, Hepatitis C and Hepatitis B are very efficiently spread through sharing of injecting equipment and paraphernalia (HM Gov, 2017). There is good, high quality evidence that

needle and syringe exchange programmes are an effective way of lowering the risks associated with injecting drug use (NICE, 2014; Turner et al 2011,).

Pharmacies have spearheaded the provision of needle and syringe exchange programmes since their inception in the late-1980s and now deliver the majority of these services (Jones et al, 2008). This sits within a programme of harm reduction approaches and community based pharmacy needle exchanges are key to maintaining the availability of sterile injecting equipment and well placed in providing a means of contact with a population who may otherwise have limited interactions with health and welfare services (HM Gov, 2017).

### **1.3 National Context**

Hepatitis C is the most widespread blood borne virus affecting PWID (NICE, 2014). In the UK there were over 12,000 positive test results reported in 2017, with exposure data indicating around 90% of Hepatitis C infections were acquired through injecting drug use (PHE, 2018a).

National figures show that the number of PWID living with HIV and Hepatitis B remain low but that bacterial infections continue to be an issue (PHE, 2018a). The most recent Unlinked Anonymous Survey report (PHE, 2018b) shows that while needle and syringe sharing has declined in recent years in the overall population of PWID, direct sharing has increased among PWID aged 25 to 34 years.

In England, indirect measures of needle and syringe programme availability and use suggest that the vast majority of people who inject drugs are accessing these schemes (PHE, 2017) but with 1 in 6 reporting having shared needles and syringes in the last month (PHE, 2018a), there is still considerable work to do.

Geographically, problematic drug use tends to be most prevalent in areas of high social deprivation (DOH, 2017). Inadequate housing, unemployment and social deprivation are associated with poorer health outcomes, which can in turn have a negative impact on engagement and outcomes of drug treatment (PHE, 2017).

### **1.4 Nottingham and the East Midlands**

Nottingham experiences similar levels of problematic drug use compared to other cities in England, with most recent figures estimating there to be around 2,600 opiate and crack users, a proportion of which will be injecting drug users (NCC JSNA, 2015).

Unlinked Anonymous Survey data collected on reported levels of direct and indirect needle and syringe sharing demonstrate a decline over the last decade regionally, in line with national trends (PHE, 2018c). Commonly injected drugs are heroin, crack, heroin and crack together (locally known as 'snowballing'), amphetamines and Image and Performance Enhancing Drugs (IPEDs). There has been anecdotal information nationally

about the injecting of New Psychoactive Substances (NPS), but there has been little activity in Nottingham City.

There is very little data on IPED injecting prevalence at a national or regional level but the use of IPEDs continues to be an issue of concern. IPED users often don't identify as 'drug users' and therefore are less likely to seek help, support or treatment but are still faced with numerous associated health risks including blood borne viruses and cardiovascular problems, alongside health risks caused by a growing market in counterfeit substances (HM Gov., 2017).

## **1.5 Aims**

The Pharmacy Needle Exchange Service will contribute towards building a healthier, safer, cleaner city by:

- Reducing the transmission and prevalence of blood-borne viruses and bacterial infections caused by sharing injecting equipment;
- Increasing the proportion of used injecting equipment that is safely disposed, in order to reduce drug related litter, and;
- Lessening harms associated with injecting drug use by providing service users with opportunistic education, advice and access to other health and welfare services.

## **1.6 Objectives**

In order to fulfil these aims, the Pharmacy Needle Exchange Service will:

- Stock and supply sterile injecting equipment and paraphernalia that meets the needs of PWID;
- Provide service users with an adequate quantity of appropriate injecting equipment and not discourage secondary distribution;
- Receive used injecting equipment from service users for safe disposal and encourage service users to continue safe disposal practices outside pharmacy needle exchange operating hours;
- Educate Service Users around a range of subjects related to injecting substances, including harm reduction advice and information;
- Support efforts to spread harm reduction messages and education by asking service users to encourage other known PWID to access the pharmacy needle exchange service;
- Provide a timely, user-friendly service that is available during opening hours without an appointment to encourage ease of access;
- Recognise the importance of privacy and dignity for service users using Pharmacy Needle Exchange;

- Allow for the upskilling of pharmacists and pharmacy staff around the issues surrounding substance misuse, and;
- Use the interaction with a health professional as an opportunity to signpost PWID to services within and outside of the substance misuse treatment system, and other health services such as blood-borne virus (BBV) services.

## 1.7 Outcomes

If successful, the scheme will contribute to the following outcomes:

- An increase in the number of injections that occur with a new syringe;
- A reduction in the proportion of PWID that share needles and injecting paraphernalia with others;
- An increase in the number of PWID accessing specialist substance misuse services;
- A reduction in the harms related to injecting substances;
- A reduction in the volume of drug-related litter, and;
- Stability or reduction of the number of PWID with BBV in Nottingham City.

The Service will support the delivery against the following Public Health Outcomes Framework 2016 indicators:

- Mortality rate from causes considered preventable (PHOF 4.3)
- Mortality from Communicable Diseases (PHOF 4.8)

## 2. Scope

### 2.1 Service User groups covered

The pharmacy needle exchange scheme will be accessible to PWID aged 18 years and older. Nottinghamshire residents, people of no fixed abode or hostel accommodation, and people from out of area can access the Service. Non-Nottinghamshire residents **must not be refused** supply or disposal. Postcode details must be recorded accurately on the pharmacy database (see section 4). Regular contact with a service user who is resident outside Nottinghamshire should be reported to Commissioners.

### 2.2 Exclusion criteria

The Service will **not** cater for PWID under 18 years of age. Any young person that attempts to access the Service must be referred to the young people's substance misuse treatment and family support service; CGL Jigsaw. A young people's needle exchange procedure is currently under review and will be shared with the Provider once completed.



The Provider reserves the right to exclude a service user following inappropriate behaviour or where there is a perceived risk of violent or abusive behaviour.

### **2.3 Location of the Service**

The Service must be located within the boundary of Nottingham City and delivered at the Provider's premises.

### **2.4 Essential elements to be delivered**

The Provider must ensure the following:

- The fair and non-judgemental treatment of Service Users.
- Provision of injecting equipment in line with the requirements of Service Users and the service specification. This includes ordering of equipment from the supplier (see also section 6).
- The safe disposal of used injecting equipment returned by Service Users and aim to provide a sharps bin with each transaction (see also 3.1.4).
- A clean, safe and confidential space for needle exchange transactions to occur.
- Service Users are provided with adequate information from staff about opening times, needle exchange, treatment for substance misuse, BBVs, vaccination, overdose prevention, harm reduction and signposting to services related to substance use, where required.
- The safeguarding of Service Users, vulnerable adults and children associated with the Service User, staff and the general public, and;
- Written information is provided to Service Users about a range of subjects related to substance use, as above.
- There is an expectation that the Provider will notify Commissioners of any instance where the needle exchange scheme is not available during full pharmacy opening hours.
- The Provider will display a needle exchange sticker (provided by Commissioners) in the window of the pharmacy and advertise online, as a minimum, to promote the service.
- The Provider is required to make reasonable adjustments to the service, in line with Equality Act 2010.

## **3. Service Delivery**

### **3.1 Service description**

Pharmacy needle exchange Providers will form part of the wider substance misuse treatment system in Nottingham City and Nottinghamshire County.

**The primary intention of the Service is to provide clean injecting equipment and paraphernalia to PWID in a safe and informed way, to encourage Service Users to return used equipment and to accept used equipment ready for disposal.**

The Provider will also be required to provide basic harm reduction advice around safer injecting, overdose, BBV transmission and treatment, sexual health, and other general health queries, should they arise. If the Provider is unable to provide advice on these subjects, they will be required to signpost Service Users to external services (see section 5).

**The Providers of this Service will not be expected to provide advice on injecting technique, preparation of substances for injection, and wound care beyond the existing expectations of the pharmacist through their core community pharmacy role. If required, Providers should signpost Service Users to Nottingham Recovery Network (NRN), or should ask for advice from the pharmacy link worker at The Health Shop.**

### 3.1.1 Models

The Provider will have the option to apply for one of two schemes, as follows:

**Level 1** – the Provider will deliver all essential elements of the service above by providing a range of injecting equipment in pre-approved **packs** (see section 6). The Provider of this model will be required to have storage facilities for large boxes and space for a small number of each pack within the designated needle exchange area.

**Level 2** – the Provider will deliver all essential elements of the service above in providing a range of pre-approved injecting equipment and related paraphernalia in a **'pick and mix'** format. "pick and mix" is the model to describe the dispensing of individual items of injecting equipment, instead of pre-packaged equipment.

The Provider of this model will be responsible for having a more in-depth knowledge and understanding of injecting and the equipment and will be able to provide information and advice to Service Users.

The Provider of this model must have space for the full range of individual injecting equipment within the designated needle exchange area, as well as space for boxes of equipment.

### 3.1.2 Take Home Naloxone

There is an additional opportunity for Providers to partake in the Take-Home Naloxone Pilot. This pilot has been introduced with the aim of reducing drug-related deaths due to overdose. The Provider will be given the option of delivering this service as part of the accreditation, (see Section 9 for more details). This will be discussed with Providers at a later date.

### 3.1.3 New Presentations to the Service

In the event of a new Service User accessing the Service (or if the Service User has not presented within the previous 12 months), the service user must be (see Section 7).

The form will encourage an effective, professional relationship, allowing the pharmacy staff member to assess the Service User's needs. The assessment must be done in a confidential and welcoming setting within the pharmacy.

### 3.1.4 Issuing equipment

Providers must abide by the following rules when delivering needle exchange transactions:

- The number of packs/quantity of injecting equipment service users can request should not be limited and should reflect the service users need and level of injecting activity. . Non-returns should not affect the provision of equipment.
- The Provider should ensure adequate stock levels at all time.
- Providers should not discourage Service Users from taking equipment for other people (secondary distribution) but should ask them to encourage those people to also use the Service themselves.
- Service Users must be able to return used injecting equipment and must be allowed to return large quantities of used injecting equipment. **Returning of used equipment should ALWAYS be encouraged. It is the responsibility of the Provider to challenge repeat non-returns.** Commissioners will provide training on how to accept returned sharps or what to do with a needle stick injury, at no cost to the Provider.
- Providers must give Water for Injection (WFI) upon request. This should be appropriate to the amount of injecting equipment distributed.
- Needle Exchange transactions must be done in a confidential environment; this can include a consultation room, behind a screen, or cordoned-off area.

It is not uncommon for Service Users on a supervised script to also be accessing needle exchange. **Unless there is serious concern about the Service User, access to the needle exchange provision should be entirely confidential and must not be reported to the prescriber.** The exception to this is where the pharmacist has the permission of the patient to do so.

It is good practice for the pharmacist to engage the patient in a discussion regarding risk management to ensure all harm reduction options have been addressed (such as overdose awareness and provision of naloxone, where available). It will also encourage the patient to agree to the pharmacist communicating with the prescriber about current difficulties identified, to facilitate maximum support for the patient (DOH, 2017).

## **3.2 Joint-working**

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Nottingham Crime and Drugs Partnership (CDP) currently commissions a number of services that form a substance misuse treatment system. These services deliver a range of prescribing, psychosocial, and harm reduction interventions. It is imperative that the Provider has an awareness of these services in order to provide information to Service Users wishing to access a structured intervention.

Should there be any major concerns about safeguarding (see section 3.3), it is imperative for the Provider to report these to the Children and Families Direct (see section 5 for contact information).

All incidents should be reported through the Provider's internal reporting mechanisms and to the Commissioner by email, phone or through the pharmacy database (see section 4).

Nottingham Recovery Network and The Health Shop will provide support to pharmacies by offering advice and literature around substance use and harm reduction. Local services will also deliver training events, organised by Commissioners, to support pharmacy staff. It is the responsibility of the pharmacy to utilise these resources, including attending training, and to have good communication and relationships with the services.

Providers should ensure that there is relevant advice and information displayed and available for Service Users to take away. This should include information on local treatment services. Providers should also display any relevant campaign literature (e.g. health promotion campaigns) or drug alerts produced by local services or CDP. The pharmacist is expected to replenish its supplies of leaflets/written information by contacting local services (see section 5), when required.

### 3.2.1 Community Pharmacy Champions

In order to disseminate information and updates relevant to Pharmacy Needle Exchange, Commissioners will roll out a 'Community Pharmacy Champions' scheme from the start of the contract.

Community Pharmacy Champions will be part of a distribution list and will be responsible for disseminating information given by Commissioners and substance misuse services, as required, to other members of staff in the Pharmacy. They will also be able to access specialist training sessions hosted by Commissioners and other partnering organisations.

As well as an effective mechanism for the dissemination of information, it is a chance for pharmacy staff to develop further skills and knowledge in an area in which they may have a particular interest.

Pharmacies will need to provide the name and contact details of their nominated Community Pharmacy Champion (if there is one) in their application.

Pharmacy champions must be selected in line with the Equal Opportunities Act 2010.

### **3.3 Safeguarding**

Safeguarding is a statutory requirement of all healthcare professionals and organisations.

The Provider must have policies and/or standard operating procedures in place for safeguarding children, and vulnerable adults and adhere to children and vulnerable adults safeguarding procedures, as detailed below.

The Provider must ensure that pharmacy staff are trained to identify all safeguarding concerns. Where there are Domestic and Sexual Violence or Abuse (DSVA) concerns, the Provider must:

- Make referrals into the appropriate agency (See section 5) where it is suspected that there is a need for additional support for the family or child, or there is a child protection issue (including where DSVA has been identified);
- Ensure that pharmacy staff are able to identify possible DSVA indicators with Service Users, their families/carers and dependents. As a minimum, the pharmacy staff will be able to seek advice from DSVA services and follow up any actions and;
- Engage with Domestic Homicide Reviews, where required.

The Provider must ensure that all appropriate safeguards are undertaken to ensure Service Users are not put at risk. The Provider must competently and carefully manage potential safeguarding risks.

The Provider will ensure all staff are trained and fully competent to a level appropriate to their role and abide by national and local guidance and legislation on safeguarding children and vulnerable adults. This should include understanding safeguarding referral procedures and referral pathways to social care by reading and understanding the 'Interagency Safeguarding Children' procedures of the Nottingham City Safeguarding Children Board (NCSCB), which can be found at: <http://nottinghamshirescb.proceduresonline.com/>

As the Service has contact with Service Users on a potentially more frequent basis than other healthcare professionals, it is important for Providers to be aware of and record any deterioration of physical or mental wellbeing of the Service User. Any significant changes must be reported to the prescriber/keyworker/GP, or to adult social care, as appropriate. Any reports (unless there is a safeguarding risk) must be submitted with the consent of the Service User.

#### 3.3.1 Safety of staff, service users and public

Due to the nature of the scheme, and equipment required, it is essential that extra care is taken when undertaking needle exchange transactions.

It is recommended that all staff members are given the opportunity to have a course of Hepatitis B vaccinations. If a staff member refuses the vaccination, this must be recorded for audit purposes.

The Provider must have an up-to-date procedure for dealing with aggressive/violent incidents. This procedure must be available to all staff members.

The pharmacy must have adequate space to store packs of needles ready for distribution. The pharmacy must also have space to store yellow sharps bins full of used equipment; this can be up to 10 bins, but the average is 3. All sharps bins are 22 litres.

The pharmacy should have a confidential space for needle exchange transactions to occur; this space should have an adequate and safe place for returned, used equipment to be put into the larger yellow sharps bin. The designated needle exchange area must be safe for staff members, allowing for quick escape, or panic alarms.

### **3.4 Governance**

In addition to the Provider's internal governance structures, the Provider must adhere to the following requirements. *The requirements below are to be used in addition to the Provider's own processes and procedures and are not intended to replace them.*

#### **3.4.1 Serious incident reporting and drug-related deaths**

Serious incidents are defined as 'any event or circumstance that could have resulted, or did result, in unnecessary damage, loss or harm such as physical or mental injury to a patient, staff, visitors or members of the public' which includes:

- Unexpected or avoidable death of one or more patients, staff, visitors or members of the public.
- Serious harm to one or more patients, staff, visitors or members of the public or where the outcome requires life-saving intervention, major surgical/medical intervention, permanent harm or will shorten life expectancy or result in prolonged pain or psychological harm (this includes incidents graded under the NPSA<sup>1</sup> definition of severe harm).
- A scenario that prevents or threatens to prevent a Provider organisation's ability to continue to deliver healthcare services, for example, actual or potential loss of personal/organisational information, damage to property, reputation or the environment, or IT failure.
- Allegations of abuse.
- Adverse media coverage or public concern about the organisation or the wider NHS/Local Authority.

**The Provider must notify the Commissioner immediately if any of the above incidents occur. This should be done by submitting a report on the pharmacy database incident reporting function, via email or phone call.** If there are any uncertainties around incidents, please contact the Commissioner (see section 5).

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<sup>1</sup> 'What is a Patient Safety Incident?' – NSPA  
(<http://www.npsa.nhs.uk/nrls/reporting/what-is-a-patient-safety-incident/>)

The Commissioner may undertake further investigations into incidents reported. For example, in Nottingham there is a well-established Confidential Inquiry Review Group (CIRG) that reviews Drug Related Deaths and a Pharmacy Governance Group in which incidents are reviewed to form learning points and reduce the likelihood of repeat incidents. In circumstances where there is a drug-related death/serious incident the Provider will notify the designated investigating confidential inquiry review officer (currently located within the CDP), and the contract manager and provide any information requested to assist in the review process within the given time scales.

In addition to serious incidents and deaths, the following instances – regarding the Service – must be reported to Commissioners by the pharmacy database, email or phone:

- Any safeguarding cases
- Patient safety incidents
- Health and safety incidents
- Staff assaults
- Patient assaults
- Medication / prescribing incidents
- Suicide / serious self-harm
- Child sexual exploitation
- Modern slavery
- DSVAs concerns
- Data breaches

#### 3.4.1.1 – Exclusion from Service

If a Service User's behaviour is detrimental or damaging to the Service, the building, staff members, or members of the public within the Pharmacy, the Provider reserves a right to refuse access to the Service. **This is the only instance where a Provider may refuse injecting equipment upon request from a Service User.** Should this occur, the Service User should be signposted to another pharmacy needle exchange service.

#### 3.4.2 Data Protection (GDPR)

To fulfil the requirements in the General Data Protection Regulation (GDPR), the Provider must be fully compliant with the following:

- The Provider must ensure that the data subject (Service User) is aware of the legal basis on which their data will be collected and processed. In order to collect the data, they must sign a consent form (see section 7). If the Service User chooses not to provide their information, an anonymous transaction may be inputted.
- The data subject must be given details of the Privacy Notice. *This should be the Provider's internal Privacy Notice, and Nottingham City Council's Privacy Notice (<https://www.nottinghamcity.gov.uk/privacy-statement>)*. A copy of this Privacy Notice can be seen in section 7.
- Data must NEVER be shared with any party unless there are safeguarding concerns (See 3.3)
- If information is being transferred to a third party, with the explicit consent of the data subject, it must be done so in a secure way.

- Data must be stored securely and retained for a period of time determined as appropriate by the Provider. Once the retention period has been reached, the data must be destroyed safely and securely.
- **All data breaches must be reported to the Information Commissioner's Office (ICO) within 24 hours. In addition, the Provider must notify the Commissioners within the same period.**

#### 3.4.3 Standard Operating Procedures (SOPs)

The Provider must have SOPs for the following subjects:

- Provision of Needle and Syringe Exchange
- Safeguarding
- Whistle-Blowing
- Complaints
- Needle-stick injury
- Dealing with aggressive/violent incidents

The SOPs must be up-to-date, reviewed regularly, easily accessible to staff and read by all members of staff operating the needle exchange element.

#### 3.4.4 Workforce Development and Training

The Provider must ensure that all staff members that deliver the needle exchange provision within the pharmacy have had the appropriate level of training, as follows:

- At least one face-to-face training session (set up by Commissioners) every two years.
- CPPE training in understanding substance use and level 2 safeguarding.
- Completion of any e-learning modules specified by Commissioners.
- Supervision by an experienced member of staff within the pharmacy at the start of their experience.
- Providers will be given reference materials at the start of the contract which will enable staff to understand the equipment being given out, what it is used for and how to give information to Service Users about it.
- Pharmacy champions must be released from duties for specialist training sessions, as provided by the Commissioner.

It is the responsibility of the Provider to ensure all staff delivering this Service receive the training above and any further training deemed necessary by the Provider, e.g. how to handle sharps correctly, and what to do in the event of a needle-stick injury.

#### 3.4.5 Health and Safety

The Service Provider shall:

- Ensure they (and any sub-contractors) deliver their services in accordance with the Health and Safety at Work etc Act 1974 and all associated health and safety legislation, and landlord responsibilities. This should include, but not be limited to,



the management of premises where the services are carried out, and operation of any associated equipment.

- Ensure they (and any sub-contractors) are competent to carry out their services (including health and safety duties), as detailed above.
- Ensure they (and any sub-contractors) comply with the statutory requirements listed below. The Commissioner shall retain the right to request this information at any time. Upon this request, the Service Provider shall provide the necessary information within 5 working days.
  - H&S Policy & Arrangements
  - Risk Assessments (relevant to the contract).
  - Asbestos management plan
  - Fire risk assessment and log book/record of tests
  - Legionella risk assessment and log book/record of tests
  - Certificate of the fixed electrical installation
  - Record of portable electrical appliance tests
  - Gas safety certificate
  - Lifting Operations & Lifting Equipment certificates
  - Work equipment inspections
  - Site inspection reports
  - H&S complaints/accidents/incidents reports and investigations

In addition to this, the Provider must have a comprehensive Needle-Stick Injury procedure that is accessible to all staff working in the pharmacy.

#### 3.4.6 Equality of Access and Feedback

The Provider must ensure all staff members and management are compliant with the Equality Act 2010, and any legislation that supersedes it. This must apply to all aspects of Service delivery, recruitment and incidents/complaints.

The Provider must ensure that, in addition to a Complaint Policy, there is a clear pathway for Service Users to make complaints and for the complaints to be dealt with effectively.

Service users can help provide insights, expertise and access into the needs and requirements of their communities. The Provider must support Commissioners to undertake activities around Service User feedback.

#### 3.4.7 Contract Compliance

The Commissioner will visit the pharmacy at least once per year to conduct a contract compliance visit. This will allow Commissioners to assess the Provider's ability to fulfil the requirements within this contract. The Commissioner reserves the right to utilise 'mystery shoppers' as part of the contract compliance mechanism.

The details of the contract compliance visit will be sent to the Provider once the visit date is confirmed.

### 3.4.8 Social Value

Nottingham City Council is keen to ensure that our supply chain contributes as much as possible to the overall wellbeing of our citizens. It is therefore expected that the provider will seek to secure wider social, economic and environmental benefits through the delivery of this service.

The provider is expected to add social value in Nottingham through (but not limited to):

#### *Social*

- Managing the service in a way that minimises the negative impact on the local community
- Encouraging the correct, and safe disposal of injecting equipment to reduce the risks of needle stick injury to members of the public, other service users, staff members and animals (pets)

#### *Economic*

- Preventing costs to other services such as health (particularly emergency health services), police and probation services
- Providers are encouraged to sign up to the Nottingham Business Charter (Appendix A)

#### *Environmental*

- Take steps to minimise any adverse impacts of the services delivered on the environment for example through:
  - Ensuring that services accessible by public transport to reduce the impact of transport and associated carbon emissions in the City
  - Reducing waste and maximising opportunities to recycle
  - Encouraging the correct, and safe disposal of used injecting equipment

## 4. Monitoring Requirements and Payments

### **4.1 Monitoring**

In order to process payment, it is necessary for Commissioners to receive information about and proof of the transactions that occur within the needle exchange scheme. The safest and most secure way of doing this is to input the data onto a secure online system whereby Commissioners can access the data without relying on systems such as post or email. In addition, invoices are created automatically through the portal which reduces administrative burden on pharmacists when calculating invoices.

All Providers will have access to a database (which is paid for and commissioned by Commissioners) and must attend training as part of the induction and when deemed

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necessary by Commissioners. In addition, the Provider may access any further training upon request.

Providers will be required to input the following information onto the pharmacy database system<sup>2</sup>:

- Consent, as follows<sup>3</sup>:
  - *'The sharing of anonymous information with participating services and agencies'*
  - *'The sharing of anonymous statistical reports with participating services and agencies'*
  - *'The sharing of anonymous quality assurance reports with participating services and agencies'*
- Reference ID (Initials, DOB)
- Gender
- Partial postcode to 4/5 digits (e.g. NG1 2, NG11 2) or NFA (No Fixed Abode), COUNTY (Nottinghamshire only), or OUT OF AREA (All other areas)
- Item dispensed
- Number of bins returned
- Any observational notes
- Serious and untoward incidents

As a result of the inputting of this information, Nottingham City Council is able to produce invoices automatically and pay Providers within 30 days of the date on the invoice.

**Providers are not required to submit invoices to Commissioners but must ensure that their BACS information is complete, correct and sent to Commissioners at the start of the contract.**

In order to process payment, Providers must input all data for a quarter onto the pharmacy database by the 11<sup>th</sup> day of the month following the quarter, as below:

- Q1 (April-June) – 11<sup>th</sup> July
- Q2 (July-September) – 11<sup>th</sup> October
- Q3 (October-December) – 11<sup>th</sup> January
- Q4 (January-March) – 11<sup>th</sup> April

**If transactions are not inputted by the dates above, Providers may not be paid for the activity they have completed.**

For each transaction, payments will be made per transaction, as below:

For Providers delivering model 1, £1.50 will be paid per transaction.

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<sup>2</sup> Data will be collected and processed under the legal basis of crime prevention, please see privacy notice in section 7 for more information.

<sup>3</sup> This will be documented in the 'new service user' consent form. If service users chose not to give consent for this, they will be recorded as 'anonymous' service users.

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For Providers delivering model 2, £2.00 will be paid per transaction.  
No 'retainer' fee is available for this Service.

Commissioners have contracted with an organisation that will provide injecting equipment, and another to provide sharps disposal, and so:

- The Provider will not be responsible for the payment of equipment.
- The Provider will not be responsible for the procurement of a sharps disposal service – this will be provided by Nottingham City Council.

It is the responsibility of the Provider to inform the Commissioners of any change to BACS details, change in parent company, or pharmacy manager.

## 5. Contacts

Bethan Hopcraft	Commissioner for community pharmacy substance misuse services - Nottingham Crime and Drugs Partnership	0115 8765073/0115 876 5706 <a href="mailto:bethan.hopcraft@nottinghamcity.gov.uk">bethan.hopcraft@nottinghamcity.gov.uk</a> or <a href="mailto:Alison.cain@nottinghamcity.gov.uk">Alison.cain@nottinghamcity.gov.uk</a>
CDP Incidents	Email incidents to this email address. Email any queries regarding incidents to this address	Incidents.cdp@nottinghamcity.gov.uk
Children and Families Direct	Safeguarding portal for Nottingham City	0115 876 4800
Nottinghamshire Sexual Violence Support Service	Formally 'Nottinghamshire Rape Crisis' – counselling for sexual violence survivors	0115 941 0440
Sexual Assault Referral Centre – The Topaz Centre	First point of contact for recent rape survivors	0800 085 9993
Equation	Domestic Violence support for Nottingham City residents	0115 9623 237
Nottingham Recovery Network	Integrated Drug and Alcohol Treatment Service for over 18s	0800 066 5362
The Health Shop	Provide specialist advice for service users and professionals around injecting, blood-borne viruses and sexual health.	0115 844 1855
CGL Jigsaw	Young People (Under 18) treatment service for substance use and misuse and family support.	0115 948 4314

## 6. Equipment and Disposal

### 6.1 Equipment

NCC has a contract with an organisation who will supply Pharmacies with injecting equipment.

The Pharmacy is responsible for stock control within the Pharmacy and for ordering injecting equipment. The Pharmacy must ensure that there is sufficient injecting equipment in line with the model of pharmacy needle exchange that they are providing.

The organisation that supplies the injecting equipment will notify the Pharmacy of how to order equipment. They will also deliver training to Pharmacy needle exchange staff on the range of equipment and the Pharmacy is required to ensure that staff who will be providing needle exchange attend this training.

The following equipment will be made available to Service Users accessing the pharmacy needle exchange provision:

#### **Level 1 – packs**

##### **1ml Red Pack**

- 1 x 0.2 litre sharps container
- 5 x 1ml fixed syringes (29G)
- 5 x citric acid sachets
- 5 x sterile prep spoons
- 5 x pre-injection swabs

*Intended for people injecting heroin/crack in superficial veins such as the arm or the back of the hand.*

##### **1ml Blue Pack**

- 1 x 0.2 litre sharps container
- 5 x 1ml syringes
- 5 x citric acid sachets
- 5 x sterile prep spoons

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5 x Long Blue 23G 1¼" needles  
5 x pre-injection swabs

*Intended for people injecting heroin/crack into femoral, superficial, brachial veins or groin area*

1ml Purple Pack

1 x 0.2 litre sharps container  
5 x 1ml syringes  
5 x citric acid sachets  
5 x sterile prep spoons  
5 x Long Orange 25G 1" needles  
5 x pre-injection swabs

*Intended for people injecting heroin/crack into femoral, superficial, brachial veins or groin area*

2ml Green Pack

1 x 0.45 litre sharps container  
10 x 2ml syringes  
10 x pre-injection swabs  
10 x Short Orange 25G 5⁄8" needles

*Intended for people injecting amphetamine*

Orange Steroid Pack

1 x 0.45 litre sharps container  
10 x 2ml syringes  
10 x Long Blue 23G 1¼" needles  
10 x Long Green 22G 1½" needles  
10 x pre-injection swabs

*Intended for people injecting oil-based steroids into muscles. It is, however, acknowledged that people will use items from this pack for femoral/groin injecting.*

Yellow Sports Pack

10x 1ml fixed syringe

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10x pre-injection swabs  
1x 0.2 litre sharps container

*Intended for people injecting subcutaneously, usually Image and Performance Enhancing Drugs such as melanotan.*

In addition, the Provider will supply the following equipment:

- 0.2l sharps bins, (as specified in section 2)
- Sterile water for injection (5ml plastic ampoules)
- Vit C acidifier sachets
- Prenoxad Kits (where the Provider has applied for the Naloxone element of the contract)

There is the potential for Commissioners to introduce 'single use packs' which include one set of injecting equipment.

**It is the responsibility of the Provider to ensure all packs are available to service users at all times.**

**Level 2 – pick and mix**

Pharmacies delivering the enhanced "level two" scheme should have access to the following equipment on their ordering account:

*Sharps bins:*

- 0.2l bins
- 0.45l bins
- 0.6l bins
- 1l bins

*Needles:*

- 1ml 29G fixed syringes (identifiable)
- Short Orange (25G x 5/8")
- Long Orange (25G x 1")
- Short Blue (23G x 1")
- Long Blue (23G x 1 1/4")
- Short Green (21G x 1")
- Long Green (21G x 1 1/2")

*Barrels:*

- 1ml syringe

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- 2ml syringe

*Additional:*

- Vit C sachets
- Citric Acid sachets
- Water for Injection – 5ml Plastic Ampoules
- Foil
- Prenoxad Kits (where the Provider has applied for the Naloxone element of the contract)
- Plastic Bags

**It is the responsibility of the Provider to ensure that all equipment is made available to service users at all times.**

## **6.2 Disposal**

Commissioners have entered into an arrangement with Nottingham City Council's Hazardous Waste Management Team to ensure equipment is collected on a regular basis.

Commissioners will dictate schedules for this at the start of the contract and will share with the Provider; if this is excessive or insufficient, Providers must contact Commissioners to arrange a more appropriate collection schedule.

The Provider is not responsible for financing the collection of hazardous waste for disposal.

The Provider is not responsible for the procurement of a disposal function.



## 7. New Service User Consent Form and Code of Conduct

In order to ensure that Service Users are aware of their rights and responsibilities, Commissioners have devised an agreement for the Provider to use with Service Users. There is also a consent form and privacy notice for the Provider to go through with the service user; the notice give details of how the service user's data will be used. The Provider must ensure that, where possible, the data is collected with explicit consent of the service user.

The privacy notice contains the legal basis on which the council will process data; information for inputting onto the online pharmacy database. The Provider will be required to gain explicit consent from the service user for recording their data. The Provider can use the consent form below. In addition to this, the Service User must give verbal confirmation of understanding their responsibilities in line with the agreement.

The Commissioner understands that it may not be possible for this to be completed with every Service User, but every effort should be made to do so. The discussion around the agreement can act as a way to introduce the service user to the pharmacist/pharmacy staff member and enable conversation.

The privacy notice, consent form and agreement can be seen below. Copies can be provided by Commissioners or printed from the pharmacy database (once this is live). The privacy notice will also be displayed on the Nottingham City Council website. Copies of the agreement and privacy notice can be given to service users or displayed in the needle exchange area of the pharmacy.

Service User Agreement

You must:	The Pharmacy staff will:	Why?
Treat the pharmacist and their staff with respect.	Treat you with respect and confidentiality.	The pharmacy worker is there to help you and the staff will respect you if you respect them.
Always attempt to return used equipment in the sealed sharps containers given to you.	Remind you to try and bring back used equipment.  Accept all used equipment if it is in a sealed sharps container.	This is to encourage equipment to be disposed of correctly. Discarded needles are a hazard to members of the public, children and pets, i.e. dogs.
Ask for help if you need it	Attempt to answer your questions or direct you to somewhere that might know the answer.	The pharmacy worker wants to make sure you are safe and healthy. They can only help you if you let them know what you need.
Be aware that the pharmacist may have to pass on necessary information about you to other professionals.	Inform you if they feel it appropriate to pass on necessary information to other professionals. Provide health information and education to support you during your involvement.	The pharmacist wants to help you gain increased independence and social acceptance by supporting you.
Only take the equipment that you need.	Advise you on the best equipment to take, based on your need.	Taking equipment that you don't need, or won't use, will cost unnecessary money. This could have an impact on future services.

Service User Consent Form

To provide this service, we need to gather certain information from you. We will need:

- 1) Your initials and date of birth (to use as an identifier),
- 2) Your gender
- 3) A partial postcode (e.g. NG1 1, or NG11 1)

These will be kept by the pharmacy and entered onto an online database.

The database is used to generate invoices and allow commissioners to analyse the anonymous data.

Your data will not be shared with other organisations or people unless there are concerns about your wellbeing or safety.

Your data is only accessed by us and the commissioner for the purpose above.

By signing below, you agree to the statements (please tick, as desired):

I, (ID code)..... consent to the following:

- The sharing of anonymous information with Nottingham City Council (commissioners) for the purpose of generating invoices and statistical reports.
- The sharing of statistical reports with other organisations to assess the effectiveness of the needle exchange provision.
- The sharing of anonymous quality assurance reports with participating services and agencies.

Signed..... Date.....

**Privacy Notice for the collection,  
recording and processing of  
data for pharmacy needle  
exchange services**



**Nottingham City Council  
Information Compliance**

**Crime and Drugs Partnership  
Strategic Commissioning  
Strategy and Resources**

**06/2019**

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Nottingham City Council currently commissions a number of pharmacies to deliver needle exchange, with the aim of reducing harms caused by injecting drugs. The aim of the service is to ultimately reduce the spread of blood-borne viruses (hepatitis, HIV, etc.), and provide a place for service users to access information and advice from a healthcare professional.

We will use the information provided by you for the purpose of generating statistical reports and invoices for pharmacies.

The legal basis under which the Council uses personal data for this purpose is that this is necessary for the performance of a task carried out in the public interest by the Council and for the prevention of crime through fraudulent behaviour. The only information we ask for from you is your initials; date of birth; gender and a partial postcode.

You are not obliged, either by statute or by contract, to provide the information that is requested here.

The information that you have provided will be kept for 6 years.

Information about Council functions and the legal basis on which it uses information to carry them out can be found at <http://documents.nottinghamcity.gov.uk/download/5939>.

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The Data Controller is Nottingham City Council, Loxley House, Station Street, Nottingham NG2 3NG.

The Data Protection Officer is Naomi Matthews. You can contact the data protection officer at the above address or at [data.protectionofficer@nottinghamcity.gov.uk](mailto:data.protectionofficer@nottinghamcity.gov.uk).

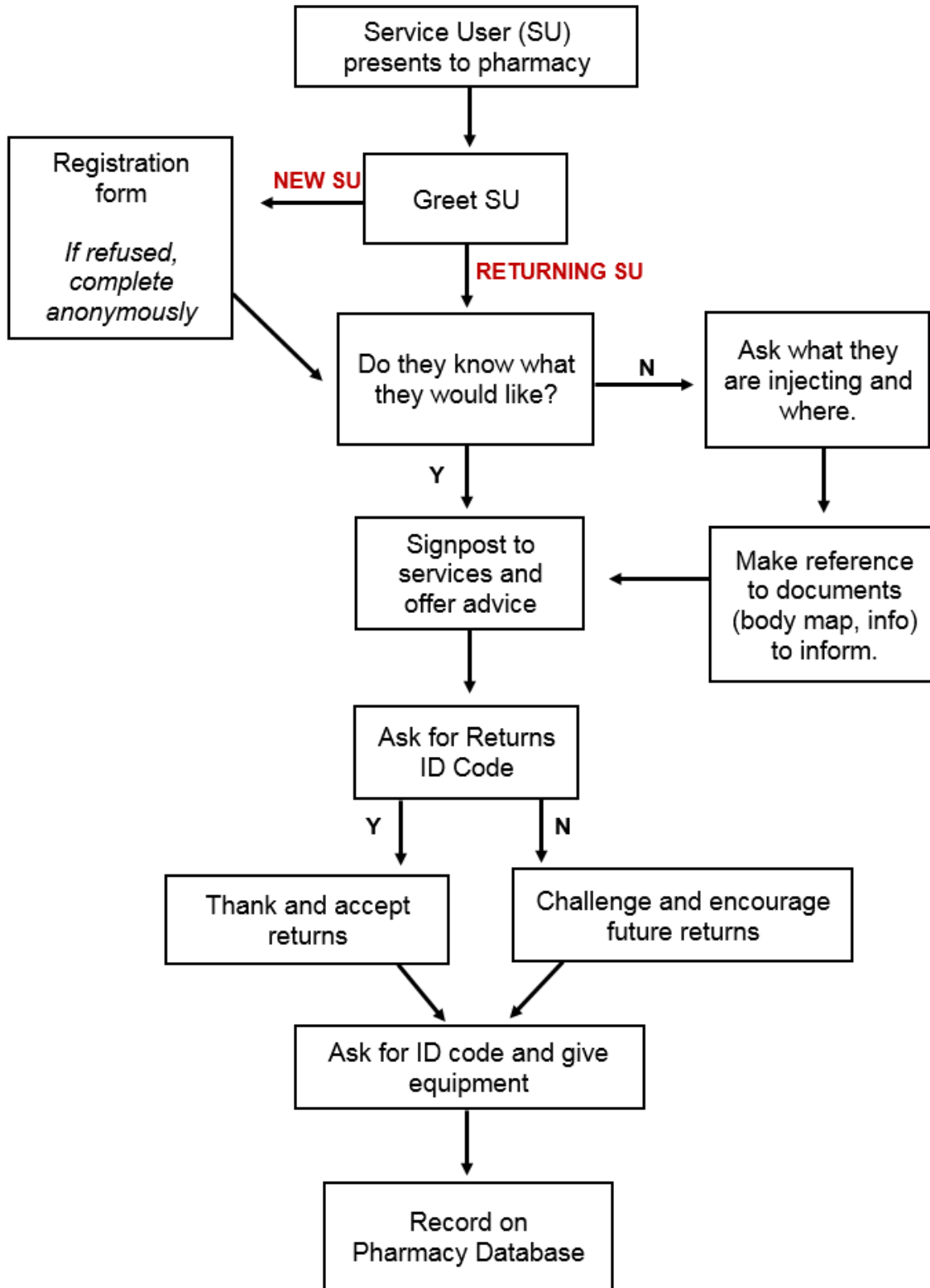
The new data protection law known as the General Data Protection Regulation provides for the following rights as prescribed by the legislation:

- A right to request a copy of your information
- A right to request rectification of inaccurate personal data
- A right to request erasure of your data known as 'the right to be forgotten'
- A right to in certain circumstances to request restriction of processing
- A right in certain circumstances to request portability of your data to another provider
- A right to object to processing of data in certain circumstances
- A right regarding automated decision making including profiling

Please note that if you are unhappy with a decision regarding the handling of your data you have the right to complain to the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. See also the Information Commissioners website at <https://ico.org.uk/your-data-matters/> .

For more information about these rights please refer to our detailed privacy statement at <https://www.nottinghamcity.gov.uk/privacy-statement> .

**Process for Needle Exchange Transactions**



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### **SCHEDULE 3**

#### **Pricing Schedule**

Payments shall be made in accordance with Section 4 (Monitoring Requirements and Payments) of the Specification.

**SCHEDULE 4**

**Locations from which Services are to be Provided:**