**2024-2027 Service Level Agreement (SLA)**

**Additional Pharmaceutical Care Services**

**Injecting Equipment Provision Service**

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| **1.** | **Introduction** |
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|  | This Service Level Agreement (SLA) acts as a contract between NHS FV and the Pharmacy Contractor and commits the Pharmacy Contractor to provide the services as defined. The SLA must be read in conjunction with the Appendices provided. Services will be provided within the legal and ethical framework of pharmacy as a whole. |
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| **2.** | **Background to Service** |
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|  | The community pharmacy allows easily accessible equipment provision to patients who use drugs and reduce the instances of blood borne viruses. |
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| **3.** | **Service Aims** |
|  | To protect individual and public health by reducing the incidence of blood- borne virus (BBV) transmission and drug-related harm amongst patients by:   * + Providing sterile injecting equipment and related paraphernalia as agreed locally   + Reducing the rate of sharing and other high-risk injecting behaviours.   + Promoting safer injecting practices   + Providing and reinforcing harm reduction messages including safe sex advice including condom provision and advice on overdose prevention including Naloxone training and/or supply |
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|  | To protect the health of local communities by preventing the spread of BBV by promoting and providing facilities for safe disposal of injecting equipment. |
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|  | To help patients to access other health, voluntary and social care services where appropriate to facilitate behaviour change as part of the wider recovery systems of care |
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| **4.** | **Service Outlines and Standards** |
|  | **Roles and Responsibilities:** |
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| **4.1** | **Responsibilities of Participating Contractor** |
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|  | **The Pharmacy Contractor will:** |
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|  | Take full responsibility for ensuring compliance with all aspects of the SLA. |
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|  | Nominate a **Key Pharmacist** (usually the Responsible Pharmacist) and **technician/dispenser** who will have accountability for provision of the service on a day-to-day basis from that pharmacy. For pharmacies open over extended hours and particularly on a Sunday, the Participating Contractor must also ensure that the Locum/Relief manager and technician/dispenser on duty at these times has a full understanding of the SLA to be competent to maintain continuity of service. |
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|  | Ensure the Standard Operating Procedures (SOPs) in place governing the service fully cover the main principles of the provision specific to the service standards operating within the pharmacy and that all involved in providing the service are fully conversant with the content of each SOP. |
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|  | Ensure that the Key Pharmacist and all pharmacy staff offer a user-friendly, non-judgemental, person-centred, and confidential service |
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|  | Ensure that the services are operated from premises providing a level of confidentiality and privacy which is acceptable to the individual patient. |
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|  | Ensure that the service is available to patients for the full contracted opening hours of the premises unless there are exceptional circumstances. |
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|  | Ensure that all GPhC Standards are upheld during the provision of this service – in particular, ensuring that children and vulnerable adults are safeguarded. |
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|  | Make available to patients and carers a range of information in accessible format, including details of local support services and voluntary agencies. |
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|  | Keep and maintain appropriate records, including patient medication records to enable verification of service provision and training requirements, and provide to Community Pharmacy Development Team (CPDT) for internal and external audit, evaluation, monitoring service development and payment verification purposes. |
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|  | Participate in any local audit processes to the agreed levels |
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|  | Ensure there is a private, enclosed clinical consultation area with:   * Appropriate space to store IEP equipment and Paraphernalia * Chair(s) * Wheelchair/disabled access * Safe storage of documentation * Access to NEO system * Availability of promotional literature on access to drug treatment and recovery support supplied by Forth Valley Alcohol and Drug Partnership |
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| **4.2** | **Responsibilities of Community Pharmacy** |
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|  | Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9 |
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|  | Collect the minimum data set as agreed nationally and additional information as agreed locally. The following questions should be asked on first presentation and repeated at suitable intervals or at least every six months:  · What drugs are being injected and where  · How often they are injecting  · Who they are collecting supplies for (see 2.2.1)  · Enquire if patient has a supply of Naloxone and supply if required and safe storage.  Data collection systems should be used in accordance with local protocols and direct entry into NEO system. Confidentiality and data protection must be maintained. |
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|  | Provide advice to patients, if required, of the different equipment available and it’s use. Specifically, they should be able to advise on needle type and size, and less risky injection sites |
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|  | When providing injecting equipment pharmacy staff should, as a minimum, educate patients about the following:  · Washing their hands with soap and water before injecting  · The risks of sharing injecting equipment  · The correct methods of disposing of used injecting equipment  · Ask if patient has any questions |
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|  | Provide access to sterile injecting equipment and associated paraphernalia. Patients should be actively encouraged to take sufficient F to meet their needs with the aim of providing one set of equipment per injection. There are **no legal limits** on the number of sterile needles and syringes that Injecting Equipment Provision (IEP) services can give out to their patients. |
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|  | Promote and encourage return of used equipment for safe disposal. There is no legal requirement for patients of IEP services to return used injecting equipment before new equipment can be distributed. However, when a patient fails to return any used equipment counselling should be provided on the importance and need to return used equipment to minimise risk to the public |
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|  | Do not discourage secondary distribution. Those patients who supply equipment to others should be encouraged to bring the other injector to the IEP service so they can benefit from the advice and information |
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|  | Ensure patients place used syringes and needles directly into the sharps bin provided. Pharmacy staff should never handle loose returned injecting equipment. Patients should be asked to estimate the number of returned needle/syringe sets in the sharps bin and directly added to the NEO system. |
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|  | Only in exceptional circumstances should a supply be refused. Professional judgement should be used, and individual patient risk should be assessed. Risk of not supplying should also be considered. |
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| **4.3** | **Community Pharmacy Development Team** |
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|  | An electronic copy of the SLA will be forwarded to the Participating Contractor each time the service is reviewed and agreed with Community Pharmacy FV (CP FV). The Participating Contractor (or nominated representative) will formally sign a copy of the SLA as a record of acceptance of the terms and conditions of the SLA for the provision of this additional service. The signed copy requires to be returned to Pamela Calder at: Pharmacy Services, Carseview House, Castle Business Park, Stirling, FK9 4SW or [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) by the date specified to ensure that all relevant payments can be made. |
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|  | NHS Forth Valley will undertake needs assessment for injecting equipment provision to determine the scope and geographical distribution of IEP services |
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|  | Will offer the Hepatitis B immunisation by NHS Forth Valley occupational health service to all staff directly involved in the service.  NHS Forth Valley will provide local guidelines on the [management of needlestick injuries](https://staffnet.fv.scot.nhs.uk/wp-content/uploads/2022/06/Blood-Borne-Virus-Exposure.pdf) |
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|  | Will provide pharmacies operating an IEP service with appropriate ‘special waste’ containers and regular uplifts. Any problems with pick up should be reported to [fv.communitypharmacysupport@nhs.scot](mailto:fv.communitypharmacysupport@nhs.scot) |
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| **4.4** | **Responsibilities of Key Pharmacist:** |
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|  | Maintain their competency to practice in this speciality by successfully completing all specified training requirements especially the mandatory element of this Agreement |
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|  | The pharmacist will consider and, where appropriate, act on any child protection concerns coming to their attention as a result of providing the service. Further information can be found [here](https://staffnet.fv.scot.nhs.uk/departments/wp-content/uploads/sites/16/2022/05/Guidelines-for-making-a-Child-Protection-Referral-With-Flowchart.pdf) |
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|  | The pharmacist will be responsible for developing and maintaining a close working relationship with the staff of local harm reduction services and Substance Services. This should include a process to allow information sharing where required |
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|  | It is a requirement of the service that appropriate records are kept and maintained by the pharmacist to enable verification of service provision and training requirements, and to provide information to NHS Forth Valley for internal and external audit and evaluation purposes  The pharmacist is responsible for participating in local and national evaluation and facilitating local customer feedback initiatives. |
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| **4.5** | All parties will maintain patient confidentiality and comply will all relevant GDPR regulations. |
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| **4.6** | The General Data Protection Regulation (GDPR) (EU) 2016/679 [13] and Data Protection Act 2018 [14] came into force on 25 May 2018. All organisations that process personal data are required to comply with the requirements of this legislation.  This means that personal information will be:  • Processed lawfully, fairly, and in a transparent manner.  • Collected for specified, explicit and legitimate purposes.  • Only collected so far as required for our lawful purposes.  • As accurate and up to date as possible.  • Retained for a reasonable period, in accordance with retention policies.  • Processed in a manner which ensures an appropriate level of security. |
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| **5** | **Training** |
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|  | All Key Pharmacists/ staff involved in the Service must complete the following training: |
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|  | **Initially:** |
|  | Have an awareness and understanding of **Injecting Equipment Provision In Scotland-** Good Practice Guidance |
|  | Complete the Substance Use Core Module on TURAS. |
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|  | **Each Year:** |
|  | Attend annual IEP training session delivered by Blood Borne Virus Network. |
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|  | **Other useful resources include:** |
|  | Additional training can be found on Scottish Forum website |
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|  | **All staff should:**   1. Know what the aims of the Service are. 2. Know where to access support materials. 3. Read and understand the content of the support material. 4. Recognise how the support materials present a Continued Professional Development (CPD) opportunity for both pharmacists and technicians. |
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| **6.** | **Payments for Service Participation/Delivery** |
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|  | A locally agreed annual retainer fee of £813.24 will be paid in monthly instalment of £67.77 for the duration of this SLA. An additional payment of £2.51 per transaction will also be paid. In the event of a fee change within the lifetime of the SLA, formal notification will be sent to the community pharmacy network via e-mail. |
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|  | Payments are made for all transactions logged electronically on NEO for the previous month before the 10th day of the following month. Payment for the IEP service will be listed on the monthly payment schedule from PSD |
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|  | The Fees set out in this SLA are exclusive of any applicable Value Added Tax. Value Added Tax will be charged at the prevailing rate and is payable by the [Commissioner] following the receipt of a VAT invoice. |
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|  | **Overpayments/Recoveries** |
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|  | If an over/inappropriate payment is identified, the CPDT will make arrangements to process a recovery. The payment recovered will not exceed the amount of the over/inappropriate payment. No additional/further financial sanction will be applied. The Pharmacy Contractor will be advised of the intention to recover monies before the recovery is made. |
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|  | Any recovery will be made via the Regional Payments process and will be visible both via the PAY001 produced by Practitioner Services Division (PSD) and the local remittance produced by the CPDT. |
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| **7.** | **Scope of SLA** |
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|  | This SLA will be effective from 01/11/24 and will end on 31/10/27 |
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| **8.** | **Notification of Participation** |
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|  | Pharmacy Contractors should indicate their willingness to participate in the service by submitting a signed copy of the Participation Form (**Appendix 1**) using the submission details contained on the form. Forms should be submitted via e-mail to [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) . |
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| **9.** | **Withdrawal from SLA** |
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|  | NHS Forth Valley reserves the right to give notice to withdraw the service from a community pharmacy based on closure history, failure to engage with other locally negotiated services, failure to participate in training stated within the SLA and/or failure to record clinical information as stated in the SLA. Similarly, the contractor also reserves the right to give notice to withdraw from this service. |
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|  | Both parties will provide a minimum of three months notice if they wish to withdraw from this SLA. |
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| **10.** | **Health and Care (Staffing) (Scotland) Act 2019** |
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|  | The Health and Care (Staffing) (Scotland) Act 2019 (“the 2019 Act”) places requirements on the Health Board stating that:  *“In planning and securing the provision of healthcare from another person under a contract agreement must have regard to*   1. *The guiding principles for health and care staffing; and*   *The need for the person from whom the provision of health care is to be secured to have appropriate staffing levels in place.”* |
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|  | In signing to participate in this service, the Pharmacy Contractor confirms that they have taken into consideration provisions set out in the Health and Care (Staffing) (Scotland) Act 2019 so that the level of support available to operate the service is in line with the aims of the Act and that sufficient staff are available to safely and effectively provide the service |

**Version Control**

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| --- | --- |
| **Version** | 1. **Original SLA** |
| **Name/Department of**  **Originator/author:** | Community Pharmacy Development Team |
| **Name/Title of responsible**  **Committee/individual:** | Hollie Houghton |
| **Date issued:** | 1/11/24 |
| **Review date:** | 01/05/27 |
| **Target audience:** | NHS Forth Valley Community Pharmacy |

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| **Version** | **Date** | **Control Reason** |
| **1** | **20/9/24** | **Initial version in new template** |
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**Appendix 1**

**SLA Declaration of Participation:**

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| Name and Address of Contractor: |  | Contractor Code: |
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Please complete and return this form to:

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| --- | --- |
| Pamela Calder  Contracts Officer  Carseview House | E-mail to: [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) |
| Castle Business Park, |  |
| Stirling | **Cut-off date for submission:** |
| FK9 4SW |  |

**Agreement to Provide:**

Pharmaceutical care as defined in the SLA – Injection Equipment Provision Service

(Please Tick as appropriate)

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| I wish to participate in this service and in so doing, I confirm that I have read, understood, and will comply with the provisions set out in the SLA |  |

Contractor/Contractor Representative Name: ………………………………. (*Please print)*

Signature: …………………………………………. Date: ………………….

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| **Counter Fraud Declaration**: I accept that the information provided on this form may be used to verify any claim associated with this service and may be shared with other bodies/agencies for the purposes of prevention and detection of crime. In signing this form, I consent to this use and acknowledge that if I provide false information then I may be liable to criminal prosecution, referral to my professional body and/or recovery proceedings. |

Please sign this document and retain for your own records. Please submit a copy as above.

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| **Signed on behalf of:**  **Date:** |  |

**Background Information – not part of the service specification**

# Useful references

RPSGB Medicines, Ethics and Practice Guide (current edition) NHS Turas Learning modules Child Protection Learning Resource Pack

NHS Forth Valley Data Protection and Confidentiality Policy for personal information

**Injecting Equipment Provision In Scotland-** Good Practice Guidance

<https://www.sdf.org.uk/new-good-practice-guidance-on-the-provision-of-injecting-equipment-published/>

**Medication Assisted Treatment (MAT) standards: access, choice, support** <https://www.gov.scot/publications/medication-assisted-treatment-mat-standards-scotland-access-choice-support/>

National Trauma Training Programme- <https://learn.nes.nhs.scot/37898>

Harm reduction elearning available from Vernacare Academy. <https://www.vernacare.com/training-academy>

Appendix 2

