

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

Service Name	<b>We Are With You Wigan &amp; Leigh</b>
Commissioner(s)	<b>Wigan &amp; Leigh Council</b>
Provider Lead	<b>We Are With You</b>
Commencement Date	<b>01/04/22</b>
Date Review Due	<b>31/03/24</b>

**This Agreement shall become effective upon the execution and delivery hereof by the parties hereto BETWEEN:**

(1) **WE ARE WITH YOU**, a private company limited by guarantee, incorporated in England and Wales with company number 02580377, and a charity registered in England with registration number 1001957 and in Scotland with registration number SCO40009, whose registered office is at Part Lower Ground Floor, Gate House, St. John's Square, London EC1M 4DH ("**With You**"); and

(2) The entity whose details are included in clause 18, hereinafter referred to as the "**Pharmacy**"; each a "**Party**" and together the "**Parties**".

**WHEREAS:**

- i. With You wish to enter into a Service Level Agreement (the "**Agreement**") with the Pharmacy under which a Needle Syringe Provision (the "**Service**") will be provided by

the Pharmacy, in line with the provisions specified in Schedule 1 (Service Level Agreement) of this Agreement.

- ii. The Pharmacy will receive payment (the “**Fees**”) from With You for the provision of the Service as specified in Schedule 2 (Funding, Payment of Fees and Default) of this Agreement.
- iii. The Service will be provided to service users who are requiring injecting paraphernalia, harm reduction advice and signposting to other relevant health and social agencies. iv. The specifications detailed in Schedule 4 (Service Specification) of this Agreement, as well as any other provisions in this Agreement, will be subject to continued review and amendment in consultation between With You and the Pharmacy, as and when required. The Parties shall be expected to cooperate fully with any of these reviews. All amendments to this Agreement shall be evidenced in writing and signed by both Parties.

## **1. COMMENCEMENT AND DURATION**

- 1.1. This Agreement shall commence on (or shall be deemed to have commenced on) the date of this Agreement (the “**Commencement Date**”) and shall, subject to the other provisions of this Agreement, continue indefinitely unless terminated in writing by either Party in accordance with clause 10.
- 1.2. The Parties may agree to review this Agreement from time to time, as specified in section iv. above.

## **2. FEES**

- 2.1. With You shall pay the Fees in accordance with the invoicing and payment provisions set out in Schedule 2 (Funding, Payment of Fees and Default).

## **3. LIABILITIES**

- 3.1. Neither Party limits its liability for: (i) death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable; (ii) fraud and fraudulent misrepresentation; and (iii) any other liability which cannot legally be limited.
- 3.2. Subject to clause 3.1, the total aggregate liability of one Party to the other, whether in contract, tort (including negligence), and breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total Fees paid or payable under this Agreement.
- 3.3. The Pharmacy shall ensure that With You is indemnified against any claim arising from a service user or any person acting on behalf of the service user arising from the provision of the Service, and arising directly from the negligence of the Pharmacy.

- 3.4. Subject to clause 3.1, neither Party shall be liable to the other for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 4.2. All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to With You.
- 4.3. Subject to clause 4.1, each Party will grant to the other a non-exclusive, nontransferable and revocable right to use and reproduce its name and trademark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trademark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 4.4. Neither Party shall use any name or trademark belonging to the other Party in any way that may damage the goodwill of the other Party.
- 4.5. Each Party shall indemnify the other Party against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by such Party infringes the trademark, patent, copyright, design or other intellectual property right of such third party.

#### **5. CONFIDENTIALITY**

- 5.1. The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each Party to the other regarding its business and operations. All confidential information provided by a Party shall be used by the other party solely for the purpose of rendering or obtaining the Service pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing Party.
- 5.2. This clause 5. shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any Regulatory Authority, any auditor of the Parties, or by judicial or administrative process or otherwise by applicable law.

#### **6. DATA PROTECTION**

- 6.1. The Parties acknowledge and agree that, for the purpose of providing the Service under this Agreement, With You acts as Data Controller and the Pharmacy acts as Data Processor. Each Party shall be responsible for their compliance with all obligations and

duties under Data Protection Law, as defined in Schedule 3 (Data Protection) of this Agreement, in respect of any personal data which they may process under this Agreement.

- 6.2. The processing of personal data carried out under this Agreement shall be subject to the provisions contained in Schedule 3 (Data Protection).

## **7. DISPUTE RESOLUTION**

- 7.1. If any dispute arises out of this Agreement or in relation to the Pharmacy's provision of the Service as applicable under this Agreement, the Parties shall attempt to settle it by negotiation and seek in good faith to resolve the dispute within thirty (30) days of the issue being referred, escalating it within their respective organisations as necessary for this purpose.
- 7.2. If the Parties are unable to settle any dispute by negotiation within thirty (30) days, the Parties shall refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR, <https://www.cedr.com/>) Model Mediation Procedure. Notwithstanding, nothing in this clause shall prevent the Parties commencing or continuing court proceedings at any time.

## **8. ASSIGNMENT/SUBCONTRACTING**

- 8.1. Neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

## **9. NOTICES**

- 9.1. Notices may be given by recorded delivery post to any address given for that purpose. A notice given by post will be deemed to have been served the first working day after it was posted.
- 9.2. Notices may also be given by electronic mail, in which case a notice will be deemed to have been served on the date when it was sent. If the Party serving the notice receives a machine-generated message that delivery of the electronic mail has failed, the Party serving the notice must contact the other Party without delay.
- 9.3. When serving a notice by recorded delivery post:
- 9.3.1. The address for notice for With You is - We Are With You, for the attention of the Company Secretary, Part Lower Ground Floor, Gate House, 1-3 St Johns Square, London EC1M 4DH.
- 9.3.2. The address for notice for the Pharmacy is as indicated in clause 18.

## 10. TERMINATION

10.1. Either Party may terminate this Agreement at any time on giving not less than one (1) months' written notice to the other Party.

10.2. Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:

10.2.1. fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than one (1) month after being notified in writing to make such payment;

10.2.2. commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within one (1) month of that Party being notified in writing of the breach;

10.2.3. repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

10.2.4. 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 of a solvent amalgamation or reconstruction), 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.

10.3. On termination of this Agreement for any reason:

10.3.1. With You shall, except where the Agreement is terminated due to the Pharmacy's material or repeated breach, immediately pay all of the Pharmacy's outstanding unpaid invoices and, in respect of the Service supplied but for which no invoice has been submitted, the Pharmacy will submit an invoice, which shall be payable immediately on receipt; and

10.3.2. the accrued rights, obligations and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.4. The following clauses shall survive termination of this Agreement and shall continue with full force and effect:

- a) Clause 3. Liabilities
- b) Clause 4. Intellectual Property Rights

- c) Clause 5. Confidentiality
- d) Clause 6. Dispute Resolution
- e) Clause 13. Publicity
- f) Clause 15. Governing Laws and Jurisdiction
- g) Schedule 3 Data Protection

## **11. THIRD PARTY RIGHTS**

11.1. Save as otherwise expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## **12. NO PARTNERSHIP**

12.1. This Agreement does not create a partnership between the Parties and neither Party shall have any authority to act in the name or on behalf of, or otherwise bind, the other Party to any obligation.

## **13. SEVERABILITY**

13.1. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## **14. WAIVER**

14.1. Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

14.2. No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

## **15. PUBLICITY**

15.1. Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

## 16. ENTIRE AGREEMENT AND AMENDMENTS

16.1. This Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior written or oral agreement between them concerning that subject matter notwithstanding the terms of any such prior agreement.

16.2. Each Party acknowledges that in entering into this Agreement, it has not relied in any representation, warranty or other assurance.

16.3. The Agreement may only be amended or varied by a document in writing signed by a duly authorised person on behalf of each Party.

## 17. GOVERNING LAWS AND JURISDICTION

17.1. This Agreement is governed by and shall be construed in accordance with the laws of England and Wales, and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 18. AUTHORISATION

This Agreement is authorised by the following:- **For**  
**and on behalf of We Are With You:**

<b>Date</b>	
<b>Signed by</b>	
<b>Name</b>	Paul Hughes
<b>Position</b>	Executive Medical Director

<b>Date</b>	
<b>Signed by</b>	
<b>Name</b>	Alexandra Borghesi
<b>Position</b>	Company Secretary & DPO

**For and on behalf of the Pharmacy:**

<b>Date</b>	
<b>Signed by</b>	
<b>Name</b>	
<b>Position</b>	
<b>Pharmacy Address</b>	

## Schedule 1

### Service Level Agreement

#### 1. Quality Standards

- 1.1. The Pharmacy must have an understanding of, and must comply with, Best Practice Guidance for Commissioners and Providers of Pharmaceutical Services for Drug Users (NTA, 2006); compliance with the General Pharmaceutical Council (GPhC) Code of Ethics; and any locally set clinical governance and quality standards as agreed by the Pharmacy and With You.
- 1.2. The Pharmacy must demonstrate a relevant quality assurance standard to With You, or must work towards achieving such a standard within an agreed timescale. The quality assurance standards are specified in Appendix A (Pharmacy Assurance Framework).
- 1.3. With You expects the Pharmacy to be able to provide evidence of full compliance with the obligations set out in this Agreement, With You's quality standards arrangements, and other reasonable future arrangements deemed necessary as and when required. It would be expected that the pharmacy would follow GPhC clinical governance guidance. Any incidents or concerns would then be fed into We Are With You's clinical governance process.
- 1.4. All clinical governance, reported incidents and patient safety standards in regard to the Service provided by the Pharmacy under this Agreement shall be monitored and audited by the Pharmacy on a regular basis.



- 1.5. Incidents and near misses must be promptly reported to With You on the same day that relates directly to the provision of the Service under this Agreement, or as soon as the Pharmacy becomes aware. Any incidents or concerns relating to the provision of the Service by the Pharmacy will be fed into With You's clinical governance process.
- 1.6. The Pharmacy shall provide and maintain a safe and suitable environment for service users, comply with all statutory requirements, legislation, department of health guidelines, professional codes of practice and all health and safety regulations. The Pharmacy may also be required to complete a clinical waste audit annually or when required by the waste contractor.
- 1.7. Throughout the term of this Agreement, and for as long time thereafter as may be regarded as necessary and customary in the health care sector, the Pharmacy shall maintain an appropriate public liability and professional negligence insurance, to include the provision of the Service, with an authorised insurance carrier of good standing.

## **2. Exit Strategies and Sustainability**

- 2.1. The Pharmacy accepts that With You is unable to guarantee future funding and may, owing to budgetary considerations, be obliged to reduce funding by the giving of not less than 1 month notice. Such reductions shall be timed to cause least disruption for service users. If With You invokes this clause to reduce payment, then the Pharmacy shall be entitled to cease providing the Service without further notice at its sole discretion and incurring no penalty.

## **3. Accountability for Policy and Performance**

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

## **4. Equal Opportunities**

- 4.1. The Pharmacy shall adopt an equal opportunities policy relating to service provision, staffing and management of the organisation, which is consistent with the definition of *discrimination* stated below, and which complies with all relevant statutory obligations:

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

- 4.2. Staff should work in line with their own organisation's policies and procedures in relation to equal opportunities. All aspects of the Service will be sensitive to the

individual needs of service users. Their cultural, religious and linguistic needs should be met and recognised, utilising resources and specific services for support where appropriate.

## **5. Accreditation**

- 5.1. Accreditation for the Pharmacy to provide the Service is based on the presence and control of an accredited Pharmacist, Pharmacy Manager or Pharmacy Technician as defined in Schedule 4 (Service Specification) of this Agreement.
- 5.2. Accreditation for the Pharmacy to provide the Service will cease and the Service suspended if there is no regular accredited person available to oversee the Service the majority of the working week.
- 5.3. It is the responsibility of the Pharmacy to ensure that an accredited person is available to oversee the Service at all times. If any changes occur, the Pharmacy must notify With You and follow the provisions in Schedule 4 (Service Specification).

## Schedule 2

### Funding, Payment of Fees and Default

1. With You shall pay the Fees to the Pharmacy monthly in arrears upon receipt of an invoice from the Pharmacy that arrives no later than the 5th day after the end of the month. The Fees shall only be paid where With You is satisfied that the Service has been provided in accordance with the terms of this Agreement and shall make best endeavours to pay within 30 days of receipt of the Pharmacy's invoice.
2. With You shall be entitled to suspend payment of the Fees and/or vary the amount of the payment if it considers the Pharmacy has committed a serious breach of the Agreement and shall forthwith notify the Pharmacy in writing accordingly.
3. Following the exercise of rights in clause 2. above, With You shall immediately investigate the grounds for suspension or variation and report to the Pharmacy every 30 days until such investigation is complete. When the investigation is complete, With You shall immediately notify the Pharmacy of the outcome and, where appropriate, within 30 days pay any sums to the Pharmacy that were suspended or varied.
4. If the Pharmacy fails to comply with the provisions of this Agreement, With You may serve a default notice stating the action required to remedy the default within a period of time (to be specified by With You) in which to take the action. If the Pharmacy remains in default following the expiry of the period specified, With You may proceed to terminate the Agreement in line with the provisions in clause 10 of this Agreement.
5. The Service and payment of the Fees may be varied or discontinued if:
  - i. The Pharmacy and With You agree, or
  - ii. A change in With You service priorities is required either by changes in legislation or by other circumstances, including the cessation or reduction of the budget or other changes in With You service priorities that require either reduction in funding or discontinuation of funding.
6. Payment of Fees will be made by With You to the Pharmacy on a per harm reduction visit basis. The payment schedule will be as follows:

The payment will be scheduled in two parts per individual, per day:

Part 1 - £1 per supply of equipment and harm reduction interaction daily.

Part 2 - £0.25 per recorded amount of returns and harm reduction interaction daily.

Each Pharmacy will also be paid a retainer of £15 per month if greater than 10 exchanges per month to fund establishment costs and staff.

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

## Schedule 3

### Data Protection

1. This Schedule 3 sets out the categories of data subjects, types of personal data, processing operations (including scope, nature and purpose of processing) and the duration of processing.
2. The Parties shall ensure that:
  - 2.1. They comply at all times with all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other applicable law about the processing of personal data, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, all as amended from time to time ("**Data Protection Law**").
  - 2.2. All necessary privacy notices and consents are in place to enable the lawful processing (including sharing) of personal data by the Parties - which includes their employees, subcontractors, directors, trustees or other third parties authorised to process personal data under this Agreement – and that they are reliable and have sufficient training relevant to the care and handling of personal data, and that they are subject to contractual obligations concerning privacy and confidentiality.
  - 2.3. They have adequate technical and organisational measures in place 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 of the UK GDPR.
3. The Parties shall not transfer any personal data, processed under this Agreement, outside the European Economic Area (EEA).
4. The Pharmacy shall notify With You without undue delay, and in any case within 48 hours of receipt, of any request received by service users or other third parties in relation to this Agreement. Specifically, any request received by the Pharmacy by parties exercising their rights under Articles 15 to 23 of the UK GDPR to include, but not exclusive of, the right of access (Subject Access Request); the right to rectification; the right to erasure; the right to restriction of processing; and the right to data portability.
5. Each Party shall notify the other Party without undue delay, and in any case within 48 hours of becoming aware of any personal data breach or data security incident occurred under this Agreement.

6. The notifications referred to in sections 4. and 5. above should be made to the relevant Party's Data Protection Officer (where one is appointed) or Caldicott Guardian, contacts details as below:

**With You Data Protection Officer:**

Alexandra Borghesi, Company  
Secretary & DPO,  
[data.protection@wearewithyou.org.uk](mailto:data.protection@wearewithyou.org.uk)

**Caldicott Guardian:**

Paul Hughes, Executive Medical  
Director,

[caldicott@wearewithyou.org.uk](mailto:caldicott@wearewithyou.org.uk)

**Pharmacy Data Protection Officer:**

**Caldicott Guardian:**

#### Details of Processing

1. Data Subjects	The recipients of the Service (service users).
2. Types of Personal Data	<ul style="list-style-type: none"><li>- data which identifies the recipients of the Service such as name, contact details (which may include address, email address or phone number) and date of birth/age;</li><li>- data relating to the health of the recipient and details of any test or treatment provided by the Pharmacy (special category data);</li><li>- service users' GP details (including name and practice details) where required.</li></ul>
3. Lawful Basis for Processing	<p>Under this Agreement:</p> <ul style="list-style-type: none"><li>- Personal data will be processed under Article 6(1)(a) ("consent") and 6(1)(b) ("performance of a contract") of the UK GDPR.</li><li>- Special category data will be processed under Article 9(2)(a) ("consent") and 9(2)(h) ("provision of health and social care") of the UK GDPR; and section 2(2)(d) ("the provision of health care or treatment") of Part 1, Schedule 1 of the DPA 2018.</li></ul>

4. Purpose of Processing	<p>The Pharmacy shall process personal data and special category data to:</p> <ul style="list-style-type: none"> <li>- Provide the Service under this Agreement</li> <li>- Maintain records required for provision of the Service</li> </ul>
	<ul style="list-style-type: none"> <li>- Invoice and receive payment from With You. With You shall process personal data and special category data to:</li> <li>- Enable the provision of the Service by the Pharmacy</li> <li>- For quality assurance purposes, to monitor the Pharmacy's performance under this Agreement and for contract management purposes.</li> </ul>
5. Duration of Processing	<p>The Parties shall process personal data and special categories data for the duration of this Agreement and subsequently where retention of personal data or special category data is required by applicable law or for actual or prospective legal claims or as otherwise set out in writing by either Party.</p>
6. Deletion	<p>Unless otherwise required by law, the Pharmacy shall, upon termination or expiry of the Agreement for whatever reason, or at the request of With You, either securely delete or return all personal data and special category data to With You. If required by law to retain a copy of such data, the Pharmacy shall inform With You what data is being retained and the lawful basis provided for in Data Protection Law that justify such retention.</p>

## Schedule 4

### Service Specification

#### 1. Introduction

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

#### 2. Aims

Injecting is the most hazardous way of taking drugs. It is the main source of both the short- and long-term risks of drug-related death. Needle syringe provision and harm



reduction initiatives are developed within a wider approach that advocates the objectives listed in section 3. below.

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

### **3. Objectives**

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

### **4. Principles of the Service**

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

- Distribution of a range of free injecting paraphernalia as deemed appropriate by With You following national legislation and local policy.
- Provision of written information on harm reduction (for example on safer injecting or overdose prevention), plus ability to refer to With You.
- Display the National Scheme logo.
- The Pharmacy will provide an introduction to the Scheme and explain the rationale behind the Service to service users on first use.
- The service user will be provided with access to a user-friendly and confidential Service from a quiet discreet area.
- The Pharmacy will encourage 100% returns and facilitate the safe disposal of used equipment. The Pharmacy should explore where needle syringe provision paraphernalia is being disposed. Non-returns should not impact on provision of equipment, however strategies may be utilised to proactively encourage return. For example, in the event where the service user frequently presents with no returns then

the service user is not to be refused supply, but rather contact the local harm reduction lead in service or equipment supplier for ideas to encourage returns.

- At least one sharps disposal device will be provided for each transaction.
- Information to service users on the risks of unsafe disposal of injecting equipment.
- Consistent efforts to maximise return of used injecting equipment by service users.
- Risk reduction advice and health promotion on a range of issues, including the prevention of drug-related death, safer injecting technique, overdose prevention, blood-borne infections, contraception and safer sex, alcohol misuse, nutrition etc.
- Referral to other treatment services for effective health and social care as appropriate.
- Provision of information on the use of acidifiers encouraging the understanding of the health implications of overuse.
- Advice/interventions that prevent or curtail transition into injecting. These interventions should be targeted at current injectors and current smokers of substances that can be injected.
- Advice/interventions on drug-related harm that does not involve injecting (e.g. harm related to smoking crack).
- The Pharmacy will record needle syringe provision activity and provide an explanation of the purpose of monitoring and what it is used for.
- The Pharmacy will use where available the online reporting service contracted by With You ([PharmOutcomes](#)) to report the number of individuals seen, the total number of contacts, sharps bins returned, total number and stock given out by type.
- The Pharmacy will liaise with the equipment provider using contact details provided by the equipment provider to arrange and agree order and delivery of stock. This will be provided on a next working day basis from the equipment provider (Orion) via their ordering form, using items listed (on their website for the commissioned area only) only, unless instructed otherwise by With You.
- The Pharmacy will inform Orion of the frequency of delivery and pick up of waste containers for disposal of returned personal sharps bins according to intensity of business. The Pharmacy will allocate a safe place to store sterile equipment and used equipment returns for safe onward disposal. The storage containers provided by Orion for clinical waste disposal service will be used to store returned used equipment. They will need to be ordered by the Pharmacy from Orion. They are not to be used to store diabetics' returns or similar waste as these will have a separate waste disposal service contract.
- Core opening hours will be those normally operated by the Pharmacy.

## 5. Exclusions

Needle syringe provision and harm reduction initiatives are open access services, and people should only be excluded for behaviour that has breached accepted rules and standards at the discretion of With You, but within a structure of service users' rights and responsibilities.

As with any other customer, the Police may be called. Should they occur, these incidents must be reported to With You within one working day. Pharmacists retain the right to refuse to serve a needle syringe provision to a service user.

Referral to alternative services should be made where possible.

## **6. Young People and Needle syringe provision**

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

For those customers aged 16-18 (or those perceived to be of this age), the Pharmacy staff should seek to encourage the person to utilise young person's services or an agency-based Recovery Partnership needle and syringe site, rather than Pharmacy's Service. Only where the person refuses this and the Pharmacist considers the person is at risk of using shared needles obtained elsewhere, should needles and syringes be supplied to the person.

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

## **7. Access and Referral Pathways**

Access to the Service is voluntary.

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

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

## **8. Competencies and Training**

With You's training for the Pharmacy staff will include appropriate related topics including basic drugs awareness, referral, health promotion, and harm minimisation approach to treatment, feedback on learning from incidents, developments, and national guidance.

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

It is also a requirement for the accredited Pharmacist(s) and/or Pharmacy Technician(s) at the Pharmacy to have completed, in the last two years, or go on to complete, within 6 months of commencing the provision of the Service, the latest [CPPE “Declaration of Competence for Needle Syringe Provision”](#). Training online can also be accessed via Exchange Supplies on this website [https://training.exchangesupplies.org/NSP\\_L1stage\\_1](https://training.exchangesupplies.org/NSP_L1stage_1).

It is the responsibility of the accredited Pharmacist(s) and/or Pharmacy Technician(s) of the Pharmacy to ensure their staff including locums have been provided with appropriate training. This will be monitored as part of Contract and Performance Management by With You. The Pharmacy must also have provided the staff with appropriate Health & Safety training, including the safe handling of injecting equipment, an overall understanding of the Service and its harm reduction ethos and the importance of maintaining confidentiality.

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

In the event of changes to the accountable and accredited pharmacist or technician, the Pharmacy shall notify With You within six weeks of the date of change. A new accountable pharmacist/technician will be allowed three months to complete the required CPPE training/DoC to take over as the replacement pharmacist.

The Pharmacy must update the below document locally to reflect any changes in the regular pharmacist and ensure With You is kept informed, for key contact purposes. If no accredited person is available to oversee on a regular basis, the Pharmacy must contact With You’s management for advice.

<b>Change Date:</b>	<b>Name:</b>	<b>Job Title:</b>	<b>Accreditation:</b>


The accredited/lead pharmacist must work at least three days a week in the Pharmacy. Where locums or part time pharmacists predominantly operate the Pharmacy, the area manager pharmacist or equivalent must nominate a lead technician/manager to act as a contact in this store. This must be communicated to With You promptly.

The Responsible Pharmacist on duty at any time will retain professional responsibility and liability for the Service. In line with this, the Pharmacy employing locums must ensure the locums employed are suitably trained as described to operate a needle syringe provision (NSP) service. Locums must be encouraged to attend the training events put on by With You.

The lead pharmacist/registered technician must ensure all their staff are fully trained on the NSP scheme and relevant SOPs, health and safety and other associated aspects.

Where PharmOutcomes or similar is used it is imperative that communication section is regularly checked on there and actions requested implemented. This is because it may be employed to send critical alerts and updates. Failure to do this could jeopardise payment.

## 9. Monitoring

Monitoring is an integral part of this Agreement and the Pharmacy's obligations.

The Pharmacy will be required to collect basic anonymous information from service users at each visit. Care should be taken to ensure no duplication of clients registered on the system. This information will be recorded on a web-based monitoring facility,

as appropriate (e.g. [PharmOutcomes](#)). Recording of information should take place in a timely manner by the fifth day of the following month.

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

With You will undertake reviews of the Service provided by the Pharmacy, as and when required, to include investigating service users' satisfaction to ensure the Pharmacy's compliance with this Service Specification.

## **10. Returned Injecting Paraphernalia**

It is of vital importance that service users are encouraged to return their used equipment in the sharps bins provided. It is equally important that the returns column on the monitoring form, as described in section 9. above, is accurately completed at each visit.

Needle syringe Provision waste will be collected from the Pharmacy on a monthly basis or less frequently, depending on use.

## **11. Key contacts**

Any queries, or concerns, in relation to this Agreement should be reported to With You promptly. With You's key contact details are as follows:

Service referral YP and Adult:

<b>Contact Name(s):</b>	Regarding this contract:  Sharon Smith sharon.smith@wearewithyou.org.uk  For Referrals:  Wigan: Telephone: 01942 827979
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	<p>We Are With You,</p> <p>Coops Business Centre</p> <p>11 Dorning Street</p> <p>Wigan</p> <p>WN1 1HR</p> <p>Leigh: Telephone: 01942 404299</p> <p>We Are With You</p> <p>Kennedy House</p> <p>Brunswick Street</p> <p>Leigh</p> <p>WN7 2PJ</p> <p>WiganandLeigh.info@wearewithyou.org.uk</p>
<b>NHSmial address:</b>	withyou.WiganLeigh@nhs.net
<b>Telephone Number(s):</b>	<p>Wigan 01942 827979 Leigh</p> <p>01942 404299</p>

## 12. Policies and SOPs

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

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

## Appendix A

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

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

<b>Verification Check</b>	<b>Y/N/NA *</b>	<b>Comments</b>
Signed SLA in place and been received by We Are With You?		
Copy of SLA available in Pharmacy, read and signed off by all participating staff in store that day.		
DOCs (Declaration of Competencies) been completed by authorised pharmacist.		
Relevant SOPs (Standard Operating Procedures) in place?		
Private professional area/consultation room suitable for delivering service utilised for SC/NSP. Should be clean and safe and not utilised as a stockroom/staff room.		
Observation during visit and feedback indicates service users treated with dignity and respect.		



Verification Check	Y/N/NA *	Comments
Suitable data protection methods employed.		
Pharmacy/Service user agreement in place (good practice).		
On observation Pharmacy staff follow best practice when carrying out supervision (as detailed in SLA).		
Information is available to service users informing them how to make a complaint/compliment.		
Staff can give examples of regular interventions and signposting. Is there information available to handout to service users? Is there information on how to access treatment services available from staff?		
Last 3 months of reporting on line demonstrates prompt timely (ideally within 24h) accurate data capture and recording.		
All staff involved in service provision have been appropriately trained/briefed by authorised person. Evidence?		
On checking the CD cupboard that day's SC are prepared in advance and are stored securely.		

Evidence of good practice utilised to minimise infection spread e.g. use of disposable cups.		
Labels are removed and placed in confidential waste and clinical waste		

Verification Check	Y/N/NA *	Comments
disposed securely.		
If using a methadone pump ensure there is an SOP for its operation and equipment accuracy has been validated as to manufacturer's guidelines.		
Sharps and returns stored safely in a designated area.		
In NSP sites check stock is adequate and appropriate.		
What are returns levels? On checking return bins do these contain only appropriate waste (i.e. from outside is there any evidence that other waste is contained than black returns bins?) and that they aren't overflowing.		
Are staff engaging with service users re NSP? Examples of signposting and interventions regularly.eg checking of service user's sites, time elapsed since last use of exchange, understanding of appropriate kit.  Is there harm minimisation discussion?		

Staff are aware of safeguarding leads and contact details locally and can show these to auditor.		
In NSP sites the NSP logo sticker is clearly displayed externally.		
Fitness to Practice. The Pharmacy Manager must provide a declaration that the following fitness to practice documents are up to date across the		
<b>Verification Check</b>	<b>Y/N/NA *</b>	<b>Comments</b>
<p>practice:</p> <ol style="list-style-type: none"> <li>1. Professional Indemnity arrangements</li> <li>2. Safeguarding Training regarding children and adults and evidence can be provided.</li> <li>3. Evidence of CPD eg. detailed on DOC</li> <li>4. Evidence of public liability insurance</li> </ol>		

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

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

**NA = not applicable.**

#### Summary and Next Steps

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