



A SERVICE LEVEL AGREEMENT FOR
LOCALLY ENHANCED
PHARMACEUTICAL CARE SERVICES
TO DELIVER:

***INJECTING EQUIPMENT PROVISION
(IEP) FROM COMMUNITY
PHARMACIES***

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PREAMBLE

This Agreement (“**the Agreement**”) is between NHS Greater Glasgow & Clyde, being a Health Board constituted pursuant to The National Health Service (Scotland) Act 1978 (as amended) (the “**Act**”) and having its headquarters at JB Russell House, Gartnavel Royal Hospital, 1055 Great Western Rd, Glasgow G12 0XH (the “**Board**”) and the Pharmacy Contractor named in the submitted Participation Form (**Appendix 1**) (“**the Pharmacy Contractor**”) (each being a “**Party**” and being collectively referred to as “**the Parties**”).

1. SERVICE DETAILS, COMMENCEMENT AND DURATION

1.1	The Board has agreed the participation of the Pharmacy Contractor to undertake a package of pharmaceutical care, negotiated under section 23 a (iii) Part 1 of the Scottish Drug Tariff i.e. Pharmacy Contractors may enter into a contract with their local NHS Board in respect to provision of an additional remunerated service.
1.2	This Agreement shall commence on Thursday 1st August 2024 (or shall be deemed to have commenced on) (“ the Commencement Date ”) and shall (subject to the other provisions of this Agreement) continue until Monday 31st March 2027 (“ Expiry Date ”) unless terminated in writing by either Party in accordance with clause 13.1.

SERVICE SPECIFICATION

2. INTRODUCTION

2.1	This Service Level Agreement (SLA) acts as a contract between NHS GGC 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.
2.2	The introduction of this SLA for the provision of Injecting Equipment Provision (IEP) from community pharmacies provides a contractual and governance framework for NHS GGC and their community pharmacy partners to provide sterile injecting equipment, foil, safer injecting and harm reduction advice and safe disposal of injecting equipment.

3. BACKGROUND TO SERVICE

3.1	Individuals who inject drugs are at increased risk of blood borne virus (BBV) infection, bacterial infection, thrombosis, wounds and other associated harms. In order to reduce the risks of harm, individuals are encouraged to access clean and sterile injecting equipment, for each injecting episode and to avoid sharing both injecting equipment and associated paraphernalia. In addition to clean equipment, individuals can access safer injecting and harm reduction advice and foil provision. To reduce the risk of injecting related litter and to support safe disposal of used equipment, IEP sites provide sharps bins and provide safe disposal of these bins.
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4. SERVICE AIMS

4.1	To prevent and reduce harms associated with injecting drug use, including BBV transmission, skin and soft tissue infections (SSTIs) and other injecting related complications to individuals who inject a wide range of street drugs, including anabolic steroids
4.2	To provide safe disposal of IEP equipment.
4.3	To provide safer injecting and harm reduction advice to individuals accessing the service.
4.4	To provide harm reduction interventions in response to individual need.

5. ROLES AND RESPONSIBILITIES

5.1	<p>The Pharmacy Contractor will:</p> <ul style="list-style-type: none"> • Take full responsibility for ensuring compliance with all aspects of the Service Outline and Standards for each element of the service they opt to participate in (Section 6). • Nominate a Key Pharmacist (usually the Responsible Pharmacist) and technician/dispenser who will have accountability for provision of each individual element of the service on a day to day basis from that pharmacy. For pharmacies open over extended hours and particularly on a Sunday, the Pharmacy Contractor must also ensure that the Locum/Relief manager and technician/dispenser on duty at these times has a full understanding of the SLA and Service Outline & Standards (Section 6) to be competent to maintain continuity of service. • Ensure the Standard Operating Procedures (SOPs) in place governing each element of the service fully covers 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. • Ensure that the Key Pharmacist and all pharmacy staff offer a user-friendly, non-judgmental, person-centered and confidential service. • Ensure that the services are operated from premises providing a level of confidentiality and privacy which is acceptable to the individual patient. • Ensure that the service is available to patients for the full contracted opening hours of the premises unless there are exceptional circumstances. • Ensure that no treatment & / or service breaks arise because of failure to pre-order stock, equipment and consumables. A technician/ dispenser should be nominated with responsibility to ensure that sufficient quantities of all medication, equipment and consumables are available at all times. The ADRS Central Pharmacy Team should be contacted without delay if there are any issues obtaining supplies (contact details on Page 2). A quarterly expiry date check must be carried out as a minimum requirement on relevant items. • Keep and maintain appropriate records, including patient care 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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	<ul style="list-style-type: none"> • Ensure that only a GPhC registered pharmacist or technician submits claims via the NEO platform. • Ensure staff are able to provide information, advice and signposting when required on a range of harm reduction issues including how to access local treatment services. • Make available to patients and carers a range of information in accessible format, including details of local support services and voluntary agencies. • Ensure that staff are provided with any updates or changes to the service. • Participate in any local audit processes and national health needs assessments e.g. Needle Exchange Surveillance Initiative (NESI) study to the agreed levels. • Ensure that all GPhC Standards are upheld during the provision of this service – in particular ensuring that children and vulnerable adults are safeguarded. • An electronic copy of the SLA will be forwarded to the Participating Pharmacy Contractor each time the service is reviewed and agreed with Community Pharmacy GG&C (CP GG&C). The Participating Pharmacy 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 CPDT at: Pharmacy Services, Clarkston Court, 56 Busby Road, Glasgow, G76 7AT by the date specified to ensure that all relevant payments can be made.
5.2	<p>The Key Pharmacist will:</p> <ul style="list-style-type: none"> • Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9. • Maintain their competency to practice in this speciality by successfully completing all specified training requirements especially the mandatory element of this SLA (Section 7). • Ensure that all pharmacy staff providing the service maintain their competency to practice in this speciality and relevant staff successfully complete all specified training requirements, especially the mandatory element of this SLA (Section 7). • Ensure that all pharmacy staff deployed when the pharmacy is open are fully conversant with the principles of providing the service when a referral is received (Section 6). • Ensure that the support and reference materials provided for information, remain current, (Section 7) are retained in the pharmacy and are readily available to all pharmacy staff, particularly locum pharmacists and dispensing staff. • Provide information and advice (and signposting as appropriate) on: <ul style="list-style-type: none"> ○ Blood borne virus prevention, testing and treatment ○ Overdose prevention and Naloxone provision ○ Wound care ○ Sexual health advice and condom provision (where appropriate) ○ Alcohol & Drug Treatment Recovery Services ○ Local recovery groups • Provide referral and/or signposting to other health services and agencies e.g. Hepatology Service, GP, A&E.

	<ul style="list-style-type: none"> • Ensure that claims via the NEO platform are submitted regularly and in a timely manner. • Develop and maintain CPD cycles related to substance use, treatment and harm reduction.
5.3	<p>The ADRS Central Pharmacy Team will:</p> <ul style="list-style-type: none"> • Facilitate access to training for pharmacy staff. • Review and update the contents of the support material on a regular basis to remain relevant to practice. • Provide advice and practical support to Participating Pharmacy Contractors during normal working hours (09:00-17:00 Mon-Fri excluding public holidays). • Advise the Lead Pharmacist, Community Care of any necessary changes to the Service. • Advise Pharmacy Contractors of any relevant updates / changes to service delivery.
5.5	<p>All parties will maintain patient confidentiality and comply will all relevant GDPR regulations.</p> <p>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.</p> <p>This means that personal information will be:</p> <ul style="list-style-type: none"> • 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.

6. SERVICE OUTLINES AND STANDARDS

6.1	The service will be carried out in accordance with the Injecting Equipment Provision in Scotland- Good Practice Guidance 2021.
6.2	IEP related incidents or issues should be reported to the ADRS Central Pharmacy Team. The report should be made as soon as reasonably practicable after the incident is identified.
6.3	<u>Provision of Injecting Equipment</u>
6.3.1	No limits will be imposed on the quantity of equipment that can be supplied to any individual.
6.3.2	Individuals are not required to return used injecting equipment in order to be supplied with new equipment.
6.3.3	Individuals should be encouraged to return used injecting paraphernalia in a suitable sharps container. A sharps container should be offered at each transaction.

6.4	<u>Premises</u>
6.4.1	The premises must be able to provide a level of confidentiality and privacy that is appropriate to the nature of the service and which is acceptable to the individual using the service.
6.5	<u>Ordering of Equipment</u>
6.5.1	Robust stock controls procedures must be in place covering ordering, monitoring and stock rotation. Sufficient IEP stock should be maintained at all times, to prevent disruption of service availability under normal operating conditions.
6.6	<u>Stock</u>
6.6.1	IEP stock should be ordered from the supplier(s) agreed by NHS Scotland National Procurement.
6.6.2	Online ordering should be undertaken by a nominated individual(s) within the pharmacy and Pharmacy Contractors will be provided with log in and ordering details by the ADRS Central Pharmacy Team.
6.7	<u>Information Technology</u>
6.7.1	All equipment must be available to allow direct entry recording of IEP transactions utilising the NEO 360 IEP Module.
6.7.2	IT equipment and connection can be supplied by NHS GGC.
6.8	<u>Recording of IEP transactions</u>
6.8.1	Where possible IEP supply should be recorded at the time of transaction.
6.8.2	All transactions should be recorded on the NEO 360 IEP Module.
6.9	<u>Safe Disposal</u>
6.9.1	Ensure there are robust processes within the pharmacy to ensure the safe return of used injecting equipment. Clients should be directed to place their returned needles, syringes and equipment directly in the disposal bin themselves.
6.9.2	All premises must have appropriate sized sharps containers available to accept returned injecting equipment and paraphernalia.
6.9.3	Returned equipment must be stored in a secure, discrete area in order to ensure quick and efficient disposal and to prevent accidental access by staff or the public.
6.9.4	Full sharps containers must be sealed and labelled appropriately before being stored in a suitably secure and safe designated area until uplifted by the appropriate agency.
6.9.5	Uplift will be scheduled automatically by the ADRS Pharmacy Team, with the uplift schedule tailored by the uplift company to the needs of the pharmacy. If an ad hoc uplift is required then this can be arranged by contacting the ADRS Pharmacy Team.
6.9.6	A SOP must be in place to instruct staff on the necessary actions to be taken in the event of blood or bodily fluid spillage/exposure or needle stick injury.
6.9.7	A Sharp's Disposal Kit should be available within each pharmacy and staff aware of how to use in the event of discarded needles disposal.
6.9.8	Community pharmacies should only accept returns as part of the IEP programme, sharps related to prescribing e.g. diabetic equipment should not be accepted and individuals directed to the relevant service, e.g. GP, Hospital clinic, to arrange for safe disposal.

6.10	<u>Overdose prevention and naloxone supply</u>
6.10.1	Each premises must hold a supply of Naloxone for emergency administration.
6.10.2	IEP Pharmacies should participate in the local NHS GGC Take Home Naloxone Programme to deliver overdose awareness intervention and naloxone supply/ resupply.

7. TRAINING

7.1	<p>All Key Pharmacists involved in the Service must complete the following training:</p> <p>TURAS Learn TURAS Learn Sign In (or equivalent e.g. Royal College of General Practitioners Certificate in the Management of Drug Misuse in Primary Care, Part 1 or CPPE):</p> <ul style="list-style-type: none"> • Substance Use: Core Module • Substance Misuse: The principal drugs used in Scotland and their associated risk
7.2	The Key Pharmacist or Key Pharmacy Technician must attend the 1 day Safer Injecting Training session. These are run on a regular basis and are also available to all staff participating in IEP.
7.3	<p>All Community Pharmacy Staff involved in providing the Service must complete the following training:</p> <p>IEP Module - available via online training GGHB e-learning (exchangesupplies.org)</p>
7.4	<p>Each Year:</p> <p>Refresh knowledge of above</p>
7.5	<p>It is recommended that all community pharmacy staff participating in IEP:</p> <ul style="list-style-type: none"> • Are aware of the content of NHS GGC Community Pharmacy Infection Control Guidance (2022) • Complete Online modules “Understanding Harm Reduction” and “Drug Harms in Glasgow our Response” available via GGHB e-learning (exchangesupplies.org) • Complete Scottish Drugs Forum online training E-Learning - Scottish Drugs Forum (sdftraining.org.uk) <ul style="list-style-type: none"> ○ “How are your sites?” ○ “Bacterial Infections and Drug Use” ○ “Overdose Prevention, Intervention and Naloxone”
7.6	<p>Other useful resources include:</p> <p>TURAS</p> <ul style="list-style-type: none"> • Pharmacy CPD Resources <ul style="list-style-type: none"> ○ Substance Use Resources

7.7	<p>All staff should:</p> <ul style="list-style-type: none"> • Know what the aims of the Service are. • Know where to access support materials. • Read and understand the content of the support material. • Recognise how the support materials present a Continued Professional Development (CPD) opportunity for both pharmacists and technicians. • Know when to contact the ADRS Central Pharmacy Team for advice • Know when and how to feedback concerns if having any issues sourcing stock.
7.8	<p>Support Materials</p> <p>The support materials include:</p> <ul style="list-style-type: none"> • Injecting Equipment Provision in Scotland- Good Practice Guidance 2021- New good practice guidance on the provision of injecting equipment published – SDF – Scottish Drugs Forum • GPhC Principles and Standards of Service Provision (current edition) - Standards and guidance for pharmacy professionals General Pharmaceutical Council (pharmacyregulation.org) • Public Health Scotland Needle Exchange Surveillance Initiative Report 2022- https://publichealthscotland.scot/media/12421/2022-04-01-nesi-19-20-report.pdf • NES TURAS Home Turas Learn (nhs.scot) • GGC IEP Online Training GGHB e-learning (exchangesupplies.org) • NHS GGC Community Pharmacy Infection Control Guidance 2022 https://www.communitypharmacy.scot.nhs.uk/media/6750/infection-control-guidance-v6-july-22.pdf • SDF E-Learning E-Learning - Scottish Drugs Forum (sdftraining.org.uk) • RPS Medicines, Ethics and Practice (current edition) - https://www.rpharms.com/resources/publications/medicines-ethics-and-practice-mep; • Supporting documents - Medication Assisted Treatment (MAT) standards: access, choice, support - gov.scot (www.gov.scot) • National Drugs Mission Plan: 2022-2026 - gov.scot (www.gov.scot)

8. MONITORING AND EVALUATION

8.1	It is a requirement of the service that appropriate records are kept and maintained by the pharmacy to enable verification of service provision and provide information to the Health Board for internal and external audit, evaluation and monitoring purposes.
8.2	Recording must be completed using the appropriate NEO 360 IEP Module.
8.3	Information collected from the payment system will be used for the purposes of payment verification, audit and service improvement. By signing to participate in the service, Pharmacy Contractors agree to this use.

8.4	Where Pharmacy Contractors are asked to undertake an audit exercise, reasonable notice will be provided prior to the audit commencing.
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9. NEO RECORDING SYSTEM

9.1	<u>Access to the NEO 360 IEP Module</u>
9.1.1	The NEO 360 IEP Module will be added for the community pharmacy by the ADRS Central Pharmacy Team.
9.1.2	The Key Pharmacist should use the Site Manager Log in details for NEO to allocate the module to the relevant staff who will be involved in the provision of the service.
9.1.3	The Key Pharmacist should use the Site Manager Log in details for NEO to allocate the module and claim submission permission to the relevant staff, with GPhC registration, who will submit the service claim.
9.1.4	Full details for the operation of the NEO 360 IEP Module is contained within the mandatory IEP Module online training GGHB e-learning (exchangesupplies.org)

10. PAYMENT ARRANGEMENTS

10.1	<u>Payments for Service Participation/Delivery</u>
10.1.1	All IEP equipment and paraphernalia costs are incurred directly by NHS GGC ADRS.
10.1.2	<ul style="list-style-type: none"> A locally agreed retainer fee will be automatically paid to each participating community pharmacy. A locally agreed transaction fee will be paid for each transaction recorded on the Neo 360 IEP Module. <p>The fees for the duration of this SLA are:</p> <p>Monthly retainer fee - £92.85</p> <p>Transaction fee - £2.70</p>
10.1.3	Payment will be made in arrears on submission of the monthly claim via the NEO 360 system. Participating Pharmacy Contractors should note that claims must be submitted by the 6 th of the month to guarantee payment in that month. Any claims submitted after this date will be held over to the next month.
10.1.4	The Fees set out in 10.1.2 are exclusive of any applicable Value Added Tax. Value Added Tax will be charged at the prevailing rate and is payable by NHS GGC following the receipt of a VAT invoice.
10.2	<u>Overpayments/Recoveries</u>
10.2.1	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.

10.2.2	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.
10.3	<u>General Business Costs</u>
10.3.1	<p>General business costs such as insurance, servicing finance, banking charges, business administration, payment tracking etc. are reflected in national arrangements for community pharmaceutical services and as such do not form part of local arrangements/ service level agreements.</p> <p>It is anticipated that the products prescribed and supplied via community pharmacy under this SLA will be available from major wholesalers / through existing account arrangements and will require no, or minimal additional workload, around account set up, payment tracking, administration etc. However, where such non-pharmaceutical care related impacts are significant and are envisaged, or occurring, local discussions on such impacts may need to take place.</p>
10.4	<u>Risk</u>
10.4.1	Pharmacy Contractors will remain accountable for delivery of their professional responsibilities and standards e.g. incorrect ordering of a medicine would fall beneath the threshold at which a Board / prescriber would be expected to take financial responsibility, although Boards should where possible attempt to utilise such medication for alternative patients.
10.5	<u>Service Financial Management</u>
10.5.1	The CPDT will undertake post-payment verification checks in line with the process established and agreed via National Services Scotland. Pharmacy Contractors participating in the service should support this exercise by providing information if requested.

11. NOTIFICATION OF PARTICIPATION

11.1	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 gqc.cpdevteam@nhs.scot
11.2	Pharmacy Contractors who have opted into the Board's Central Sign Up process will complete a single sign up pro-forma indicating for each of the branches in their group, whether the branch will participate or not.

12. HEALTH AND CARE (STAFFING)(SCOTLAND) ACT 2019

12.1	<p>The Health and Care (Staffing) (Scotland) Act 2019 (“the 2019 Act”) places requirements on the Health Board stating that:</p> <p><i>“In planning and securing the provision of healthcare from another person under a contract agreement must have regard to</i></p> <p><i>a) The guiding principles for health and care staffing; and</i></p> <p><i>b) The need for the person from whom the provision of health care is to be secured to have appropriate staffing levels in place.”</i></p>
12.2	<p>The Pharmacy Contractor will ensure 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.</p>

13. TERMINATION

13.1	<p>Should either party require to terminate this arrangement, they will only do so after three months’ notice has been provided, in writing.</p>
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14. INTERPRETATION AND APPLICATION

“the Act”	Means the National Health Service (Scotland) Act 1978 (as amended)
“Board”	Means a Health Board within the meaning of section 2(1)(a) of the Act
“Pharmacy Contractor”	Means a person/partnership or body corporate whose name is included on a Board’s Provisional Pharmaceutical List or Pharmaceutical List for the purposes of dispensing medicines and supplying drugs and appliances
“Commencement Date”	Means the date on which the service will begin and the date on which claims for payment will be deemed to be appropriate
“Extended Hours”	Means pharmacies open after 6.00pm on weekdays (at least one in the week), after 1.00pm on Saturday or any time on Sunday
“Expiry Date”	Means the date on which the service will end or the date by which the Service Level Agreement will be reviewed and renewed
“GDPR Regulations”	means the EU general Data Protection Regulation 2016/679 as retained by UK law under the European Union (withdrawal) Act 2018
“Key Pharmacist”	Pharmacist nominated by the Pharmacy Contractor having accountability for the provision of the service
“NHS Funded Services”	Means pharmaceutical services provided by a person on a Board’s pharmaceutical or provisional pharmaceutical list

“Parties	Has the meaning assigned to it in the Preamble to this Service Level Agreement
“properly completed”	Means the form must contain: contractor code, authorised signature, date of signing and completion of any other information deemed necessary
“reasonable notice”	Means in all normal circumstances no less than 21 calendar days
“the Regulations”	Means the National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009 as amended

15. LIST OF APPENDICES

Appendix 1	Participation Form
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16. VERSION CONTROL

Version	01. Original SLA
Name/Department of Originator/author:	Alcohol & Drugs Rehabilitation Service (ADRS) Pharmacy Team
Name/Title of responsible Committee/individual:	Amanda Laird
Date issued:	15/07/2024
Review date:	01/01/2027
Target audience:	NHSGG&C Community Pharmacy

Version	Date	Control Reason

SLA Declaration of Participation:

Name of Pharmacy Contractor and Address of pharmacy:

Contractor Code:

PLEASE COMPLETE AND RETURN THIS FORM TO: (Please retain a copy for your own records)

Community Pharmacy Development Team
 Clarkston Court,
 56 Busby Road
 GLASGOW
 G76 7AT

E-mail to: ggc.cpdevteam@nhs.scot
Cut-off date for submission:
8th August 2024

Agreement to Provide:

Pharmaceutical care as defined in the SLA – **INJECTING EQUIPMENT PROVISION (IEP) FROM COMMUNITY PHARMACIES** from **1st August 2024 to 31st March 2027**.

(Please tick)

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	
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Pharmacy Contractor/Pharmacy Contractor Representative Name: *(Please print)*

Signature: _____ Date: _____

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.

<p>Signed on behalf of NHS Greater Glasgow & Clyde:</p> <p>Date: 17/07/2024</p>	 Alan Harrison – Lead Pharmacist, Community Care
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