



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

***COMMUNITY PHARMACY TAKE HOME
NALOXONE PROGRAMME***

CONTENTS

PREAMBLE	3
1. SERVICE DETAILS, COMMENCEMENT AND DURATION	3
2. INTRODUCTION	3
3. BACKGROUND TO SERVICE	3
4. SERVICE AIMS	4
5. ROLES AND RESPONSIBILITIES	4
6. SERVICE OUTLINES AND STANDARDS	6
7. TRAINING	6
8. MONITORING AND EVALUATION	7
9. NEO RECORDING SYSTEM	7
10. PAYMENT ARRANGEMENTS	8
11. NOTIFICATION OF PARTICIPATION	9
12. HEALTH AND CARE (STAFFING) (SCOTLAND) ACT 2019	9
13. TERMINATION	10
14. INTERPRETATION AND APPLICATION	10
15. LIST OF APPENDICES	10
16. VERSION CONTROL	11
APPENDICES	12

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Alcohol & Drug Recovery Services (ADRS) Central Pharmacy Team

Email: ADRS.PharmacyTeam@ggc.scot.nhs.uk

Telephone: 0141 303 8931

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 pharmaceutical care to patients provides a contractual and governance framework for NHS GGC and their community pharmacy partners to provide Take Home Naloxone (THN) to identified individuals attending the pharmacy.

3. BACKGROUND TO SERVICE

3.1	Scotland has the highest number of drug related deaths within Europe, in 2022 a total of 1,051 individuals lost their life to a drug related death. Opioids including heroin, morphine and methadone were implicated in more than 8 out of 10 deaths in 2022. Naloxone is a medicine which can temporarily reverse the effects of opioids in a suspected opioid overdose, buying time for an ambulance to arrive. It can legally be administered to anyone by anyone in order to save a life.
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	Individuals at risk of opioid overdose and individuals likely to witness opioid overdose are able to access overdose awareness training and be supplied with THN. Following the launch of the National Naloxone Programme by the Scottish Government in 2011, the Take Home Naloxone Programme in Community Pharmacy within NHS GGC was launched in 2013. Community pharmacy staff have regular contact with individuals at risk of opioid overdose, friends and family of individuals at risk and individuals likely to witness opioid overdose within their local community.
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4. SERVICE AIMS

4.1	<p>To contribute to a reduction in drug related deaths within Scotland by providing overdose awareness training and naloxone supply to individuals as defined by NHS Greater Glasgow & Clyde and local Alcohol & Drug Partnership (ADP) by:</p> <ul style="list-style-type: none"> • Offering overdose awareness training / refresher training • Providing a supply / resupply of naloxone <p>to individuals at risk of or likely to witness opioid overdose</p>
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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 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. • Ensure the Key Pharmacist or technician/dispenser completes the relevant module on the NEO platform recording service provision.
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	<ul style="list-style-type: none"> • 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 all GPhC Standards are upheld during the provision of this service – in particular ensuring that children and vulnerable adults are safeguarded. • 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. • 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. • Participate in any local audit processes to the agreed levels. • Ensure that only a GPhC registered pharmacist or technician submits claims via the NEO platform. • Ensure that staff are provided with any updates or changes to the service. • 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"> • 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 by successfully completing 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 (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, advice and signposting when required on a range of harm reduction issues including how to access local treatment services. • Develop and maintain CPD cycles for substance use and treatment. • Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9.

5.3	<p>The ADRS Central Pharmacy Team will:</p> <ul style="list-style-type: none"> • Facilitate access to training for community 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.
5.4	<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	Overdose awareness and naloxone training provided will be in accordance with the NHS GGC naloxone programme. NHS Community Pharmacy Website (scot.nhs.uk)
6.2	Naloxone supplies issued will be in accordance with the NHS GGC Take Home Naloxone Supply Framework. NHS Community Pharmacy Website (scot.nhs.uk)
6.3	Appropriate consent to record and share data should be sought from the individual receiving the supply as defined by NHS Greater Glasgow & Clyde or ADP area.

7. TRAINING

7.1	All staff members who will directly issue supplies of naloxone must have completed NHS GGC approved Naloxone Supply Framework Training.
7.2	All staff members who will deliver the overdose awareness and naloxone training must have completed NHS GGC approved naloxone training.
7.3	<p>Training should be accessed primarily via:</p> <ul style="list-style-type: none"> • Learn Pro (access provided via NHS GGC Community Pharmacy Development Team) <p>For individuals unable to access Learn Pro, training can be accessed by contacting the ADRS Central Pharmacy Team (Contact details on Page 2)</p>

7.4	<p>Refresher training shall be undertaken:</p> <p>Every three years (or sooner if deemed appropriate)</p>
7.4	<p>Other useful resources include:</p> <p>Stop The Deaths</p> <p>Drug Related Deaths in Scotland National Records of Scotland (nrscotland.gov.uk)</p>
7.5	<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 • Know how to respond when presented with a request for naloxone supply • 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
7.6	<p>Support Materials</p> <p>The support materials include (current version) and are available on NHS Community Pharmacy Website (scot.nhs.uk):</p> <ul style="list-style-type: none"> • Naloxone Service Manager Pack • Naloxone Staff Pack • NEO 360 Naloxone Module Guidance

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 Naloxone 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.

9. NEO RECORDING SYSTEM

9.1	<u>Access to the Naloxone 360 Module</u>
9.1.1	The Naloxone module will be added centrally 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 Naloxone module are contained in the NEO 360 Naloxone Module Guidance.

10. PAYMENT ARRANGEMENTS

10.1	<u>Payments for Service Participation/Delivery</u>
10.1.1	A locally agreed fee will be paid for each individual provided with a supply of naloxone. The fee for the duration of this SLA is £15 per individual supplied with naloxone.
10.1.2	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.
10.1.3	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.
10.1.4	The Fees set out in 10.1.1 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 ggc.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> <ul style="list-style-type: none"> <i>a) The guiding principles for health and care staffing; and</i> <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>
12.2	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.

13. TERMINATION

13.1	Should either party require to terminate this arrangement, they will only do so after three months' notice has been provided, in writing.
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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	1. 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

Email: ggc.cpdevteam@nhs.scot

Cut-off date for submission:

8th August 2024

Agreement to Provide:

Pharmaceutical care as defined in the SLA – **Community Pharmacy Take Home Naloxone Programme** 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)*

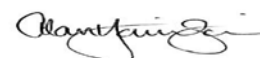
Signature: _____

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.

Signed on behalf of NHS Greater Glasgow & Clyde:

Date: 17/07/2024



Alan Harrison – Lead Pharmacist,
Community Care