

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

# PHARMACEUTICAL CARE FOR PATIENTS PRESCRIBED OPIOID SUBSTITUTION THERAPY (OST)

#### v1 June 2024

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#### APPENDICES

#### **Contact Details:**

ADRS Central Pharmacy Team Email: <u>ADRS.PharmacyTeam@ggc.scot.nhs.uk</u> Telephone: 0141 303 8931 3

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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 <u>section 23 a (iii) Part 1 of the Scottish Drug Tariff</u> 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 <b>Thursday 1</b> <sup>st</sup> <b>August 2024</b> (or shall be deemed to have commenced on) ("the Commencement Date") and shall (subject to the other provisions of this Agreement) continue until <b>Monday 31</b> <sup>st</sup> <b>March 2027</b> (" <b>Expiry Date</b> ") 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 for Patients
2.2	The introduction of this SLA for the provision of Pharmaceutical Care for Patients Prescribed Opioid Substitution Therapy (OST) provides a contractual and governance
2.2	
2.2	Prescribed Opioid Substitution Therapy (OST) provides a contractual and governance

#### **3. BACKGROUND TO SERVICE**

3.1 Supervising the consumption of medication for opioid dependence has emerged as a key component of treatment programmes. Supervision of consumption by an appropriate professional provides the best guarantee that a medicine is being taken as prescribed. The principal reason for using supervision is to ensure the safety of the patient and to minimise the risk of toxicity.

The benefits of supervising medication in a community pharmacy include:

<ul> <li>ensuring adequate blood and tissue levels of methadone and buprenorphine are maintained, therefore reducing the patients need for additional opioids;</li> </ul>
<ul> <li>providing an opportunity for the pharmacist to make a daily assessment of patient compliance with treatment and of the general health and wellbeing of the patient;</li> </ul>
<ul> <li>providing an opportunity for the pharmacist to build a rapport with the patient that is beneficial from a health promotion and harm reduction viewpoint;</li> </ul>
<ul> <li>reducing the number of drug related deaths due to overdose;</li> </ul>
<ul> <li>preventing diversion onto the black market; and</li> </ul>
<ul> <li>minimising the risk of accidental consumption by children.</li> </ul>

## 4. SERVICE AIMS

4.1	To provide holistic pharmaceutical care to patients receiving OST and promote patient's recovery.
4.2	To reduce the risk to individuals and local communities of:
	<ul><li>Overuse or underuse of medicines;</li><li>Diversion of prescribed medicines.</li></ul>

## 5. ROLES AND RESPONSIBILITIES

5.1	The Pharmacy Contractor will:
	<ul> <li>Take full responsibility for ensuring compliance with all aspects of the Service Outline and Standards the service they opt to participate in (Section 6).</li> <li>Nominate a Key Pharmacist (usually the Responsible Pharmacist) and technician/dispenser who will have accountability for the provision of the service on a day to day basis from that pharmacy. For pharmacies open over extended hours and particularly on a Sunday, the 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 &amp; Standards (Section 6) to be competent to maintain continuity of service.</li> <li>Ensure the Standard Operating Procedures (SOPs) in place governing 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.</li> <li>Ensure that the Key Pharmacist and all pharmacy staff offer a user-friendly, nonjudgmental, person-centered and confidential service.</li> <li>Ensure that the services are operated from premises providing a level of confidentiality and privacy which is acceptable to the individual patient.</li> <li>Ensure that the service is available to patients for the full contracted opening hours of the premises unless there are exceptional circumstances.</li> </ul>

	<ul> <li>Ensure that no treatment &amp;/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 Alcohol and Drug Recovery Services (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.</li> <li>Ensure the Key Pharmacist or technician/dispenser informs the prescriber and relevant treatment service of missed doses or side effects, in line with the timescales contained in the Missed Dose Guidance document developed by Glasgow ADRS.</li> <li>Ensure the Key Pharmacist utilises the NEO 360 OST Module to notify the ADRS Team of missed doses.</li> <li>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.</li> <li>Ensure that only a GPhC registered pharmacist or technician submits claims via the NEO platform.</li> <li>Ensure that 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.</li> <li>Make available to patients and carers a range of information in accessible format, including details of local support services and voluntary agencies.</li> <li>Ensure that staff are provided with any updates or changes to the service – in particular ensuring that children and vulnerable adults are safeguarded.</li> <li>An electronic copy of the SLA will be forwarded to the Participating Pharmacy GGC (CP GGC). The Participating Pharmacy Contractor (or nominated repre</li></ul>
5.2	The Key Pharmacist will:
	<ul> <li>Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9.</li> </ul>
	<ul> <li>Maintain their competency to practice in this speciality by successfully completing all specified training requirements especially the mandatory element of this SLA (Section 7).</li> </ul>
	<ul> <li>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).</li> </ul>
	<ul> <li>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).</li> </ul>

<ul> <li>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.</li> </ul>
Ensure all prescriptions are professionally checked prior to dispensing and supply.
<ul> <li>Ensure that a Patient Care Record is created and maintained for each patient.</li> </ul>
<ul> <li>Provide information and advice (and signposting as appropriate) on:</li> </ul>
<ul> <li>Safe storage and disposal of medicines;</li> <li>Overdose prevention and Naloxone provision;</li> <li>Alcohol awareness;</li> <li>Injecting Equipment Provision and Harm Reduction;</li> <li>Blood Borne Virus prevention, testing and treatment;</li> <li>Advice on polypharmacy of prescribed medications;</li> <li>Smoking cessation (where appropriate);</li> <li>Healthy eating and exercise;</li> <li>Sexual health advice and condom provision (where appropriate);</li> <li>Oral health.</li> </ul>
<ul> <li>Provide referral and/or signposting to other health services and agencies e.g. Hepatology Service, GP, Recovery Groups.</li> </ul>
<ul> <li>Ensure that patient medication records are maintained and that the Controlled Drugs register is completed in accordance with current legal requirements.</li> </ul>
<ul> <li>Ensure that a verifiable audit trail of dispensed doses is available for those controlled drugs not legally subject to recording requirements.</li> </ul>
<ul> <li>Provide a verbal/written/electronic summary of progress as per local agreements and in response to patient issues and concerns.</li> </ul>
<ul> <li>Ensure the prescriber and relevant treatment service is informed of missed doses or side effects, in line with the timescales contained in the Missed Dose Guidance document developed by Glasgow ADRS.</li> </ul>
<ul> <li>Utilise the NEO 360 OST Module to notify the ADRS Team of missed doses.</li> <li>Ensure that claims via the NEO platform are submitted in a timely manner.</li> </ul>
<ul> <li>Record and report any Controlled Drug related incident to the Accountable Officer and prescriber/treatment service as appropriate. The report should be made as soon as reasonably practicable after the incident is identified.</li> <li>Ensure that a Medication Incident report (utilising either the CPDT version here or their own corporate version) is completed for all medication incidents whether prescribing or dispensing, and promptly reported to the Lead Pharmacist, Community Pharmacy Development, with anonymised details to be disseminated across the network highlighting the remedial action being taken to minimise the risk of reoccurrence.</li> <li>Medication Incident Forms should be submitted via email to: cpdt@ggc.scot.nhs.uk</li> </ul>
<ul> <li>Complete an OST Community Pharmacy Self Audit <u>CP OST Self Audit Form</u> annually and following any medication/OST incident.</li> </ul>

	• A Significant Event Analysis (SEA) may have to be completed in certain circumstances. Participants are also encouraged to share independent reports of good practice which should be sent to the ADRS Central Pharmacy Team.
	<ul> <li>Develop and maintain CPD cycles related to substance use, treatment and harm reduction.</li> </ul>
5.3	The ADRS Central Pharmacy Team will:
	Facilitate access to training for pharmacy staff.
	<ul> <li>Review and update the contents of the support material on a regular basis to remain relevant to practice.</li> </ul>
	<ul> <li>Provide advice and practical support to Participating Pharmacy Contractors during normal working hours (09:00-17:00 Mon-Fri excluding public holidays).</li> </ul>
	<ul> <li>Advise the Lead Pharmacist, Community Care of any necessary changes to the Service.</li> </ul>
	Advise Pharmacy Contractors of any relevant updates/changes to service delivery.
5.4	The ADRS Team will:
	Respond to e-mails generated from the OST module in NEO in a timely manner.
	<ul> <li>Provide advice and support to Participating Pharmacy Contractors during normal working hours (08:45-16:45 Mon-Thurs &amp; 08:45-16:00 Fri excluding public holidays).</li> </ul>
5.5	All parties will maintain patient confidentiality and comply will all relevant GDPR regulations.
	The General Data Protection Regulation (GDPR) (EU) 2016/679 [13] and Data Protection Act 2018 [14] came into force on 25 May 2018. All organisations that process personal data are required to comply with the requirements of this legislation.
	This means that personal information will be:
	<ul> <li>Processed lawfully, fairly, and in a transparent manner.</li> </ul>
	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.
1	<ul> <li>Processed in a manner which ensures an appropriate level of security.</li> </ul>

## 6. SERVICE OUTLINES AND STANDARDS

6.1	This SLA only pertains to patients receiving instalment &/or supervised dispensing for the treatment of opioid dependence, who are prescribed one of the following medications:
	<ul> <li>Methadone; Buprenorphine (transmucosal) or Buprenorphine/Naloxone (transmucosal).</li> </ul>

6.2	Pharmaceutical care for patients prescribed OST should be delivered in line with the current version of NHS GGC Standards for Drug & Alcohol Services in Community Pharmacies.
6.3	Patients will nominate a single community pharmacy at which they will receive their OST.
6.4	The nominated community pharmacy will be contacted by the ADRS Team with information about the patient.
6.5	Prescriptions may be posted, delivered or handed in directly by the patient.
6.6	Supervision and instalment dispensing instructions will appear on each prescription.
6.7	Prescriptions will be stamped with the Home Office Wording to allow dispensing on a suitable day prior to unplanned/emergency closure.
6.8	Missed doses and/or patient concerns should be reported to prescriber and/or relevant ADRS Team in line with the timescales contained in the Missed Dose Guidance document developed by Glasgow ADRS.
6.9	The remaining capacity (i.e. number of additional patient spaces) available for OST provision should be included with each NEO claim submission.

## 7. TRAINING

7.1	All Key Pharmacists involved in the Service must complete the following training:
7.2	Initially:
	TURAS Learn <u>TURAS Learn Sign In</u> (or equivalent e.g. Royal College of General Practitioners Certificate in the Management of Drug Misuse in Primary Care, Part 1 or CPPE)
	Substance Use - Core Module;
	Substance Misuse - The principal drugs used in Scotland and their associated risk.
	NEO 360 Opioid Substitution Therapy (OST) Module User Guide <u>NHS Community</u> <u>Pharmacy Website (scot.nhs.uk)</u>
7.3	Each Year:
	Refresh knowledge of above.
7.4	Other useful resources include:
	TURAS <ul> <li>Pharmacy CPD Resources</li> <li>Substance Use Resources.</li> </ul>
7.5	All staff should:
	Know what the aims of the Service are;

	Know where to access support materials;		
	<ul> <li>Read and understand the content of the support material;</li> </ul>		
	<ul> <li>Recognise how the support materials present a Continued Professional Development (CPD) opportunity for both pharmacists and technicians;</li> </ul>		
	<ul> <li>Know when to contact the ADRS Central Pharmacy Team for advice e.g. use of NEO, Prescription Legality;</li> </ul>		
	<ul> <li>Know when and how to feedback missed doses and concerns to ADRS Team or if having any issues sourcing stock.</li> </ul>		
7.6	Support Materials		
	The support materials include:		
	<ul> <li>GPhC Principles and Standards for Pharmacy Professionals (current edition) - <u>Standards and guidance for pharmacy professionals   General</u> <u>Pharmaceutical Council (pharmacyregulation.org);</u></li> </ul>		
	<ul> <li>Royal Pharmaceutical Society (current edition) Medicines, Ethics and Practice Guide - <u>MEP Contents (rpharms.com)</u>;</li> </ul>		
	<ul> <li>BNF Section on Controlled Drugs and Drug Dependence (current edition)</li> <li><u>BNF (British National Formulary)   NICE;</u></li> </ul>		
	<ul> <li>Medication Assisted Treatment (MAT) Standards: access, choice, support. <u>Medication Assisted Treatment (MAT) standards: access, choice, support</u> <u>- gov.scot (www.gov.scot);</u></li> </ul>		
	<ul> <li>Drug Misuse and Dependence: UK Guideline on Clinical Management (current edition) <u>Drug misuse and dependence: UK guidelines on clinical</u> <u>management - GOV.UK (www.gov.uk)</u>.</li> </ul>		

## 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 OST 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	Access to the NEO 360 OST Module	

9.1.1	The NEO 360 OST Module will be added to 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 OST Module are contained in the <u>NEO 360</u> <u>Opioid Substitution Therapy User Guide</u> .	
9.2	Communication to ADRS Teams	
9.2.1	Contacting ADRS Team-Missed Dose/Report Concerns/Rx Issues	
9.2.1	Contacting ADRS Team-Missed Dose/Report Concerns/Rx Issues	
9.2.1	Contacting ADRS Team-Missed Dose/Report Concerns/Rx Issues When this feature is utilised an email will be sent directly to the designated team attached to the patient.	
9.2.1	When this feature is utilised an email will be sent directly to the designated team	

#### 10. PAYMENT ARRANGEMENTS

10.1	Payments for Service Participation/Delivery	
10.1.1	A locally agreed fee will be paid per patient, for the provision of a package of pharmaceutical care, for patients prescribed OST, within each calendar month.	
10.1.2	The fee for the duration of this SLA is £77 package of care per patient per month. This payment is VAT exempt.	
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	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 <sup>th</sup> of the month to guarantee payment in that month. Any claims submitted after this date will be held over to the next month.	
10.1.5	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	Overpayments/Recoveries	
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	General Business Costs	
10.3.1	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.	
10.3.2	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.	
10.4	Risk	
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	Service Financial Management	
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 ( <b>Appendix 1</b> ) using the submission details contained on the form. Forms should be submitted via email <u>ggc.cpdevteam@nhs.scot</u>
11.2	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	The Health and Care (Staffing) (Scotland) Act 2019 ("the 2019 Act") places requirements	
	on the Health Board stating that:	

*"In planning and securing the provision of healthcare from another person under a contract agreement must have regard to* 

- a) The guiding principles for health and care staffing; and
- b) The need for the person from whom the provision of health care is to be secured to have appropriate staffing levels in place."

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.

#### 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

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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

#### Appendix 1

#### **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)

#### Agreement to Provide:

Pharmaceutical care as defined in the SLA – Pharmaceutical care for patients prescribed Opioid Substitution Therapy (OST) from 1<sup>st</sup> August 2024 to 31<sup>st</sup> March 2027.

(Please Tick as appropriate)

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.	
I do not wish to participate in this service.	

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

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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:	ant fing 20-
Date: 17/07/2024	Alan Harrison – Lead
	Pharmacist, Community Care