

**Change Grow Live**

**and**

**Pharmacy Name**

**SERVICE LEVEL AGREEMENT FOR SUPERVISED CONSUMPTION**

01/02/2022 – 31/03/2024

**THIS AGREEMENT** is made on 2019

**BETWEEN:**

1. **Change Grow Live** a registered charity in England and Wales (1079327) and incorporated and registered in England and Wales with company number 3861209 whose registered office is at 3rd Floor North West Suite, Tower Point 44 North Road, Brighton, East Sussex, BN1 1YR (“**CGL**”); and
2. **Pharmacy Details** (**“the Pharmacy”).**

each a “Party” and together the “Parties”.

BACKGROUND

A. CGL has selected The Pharmacy as its supplier for the provision of Supervised Consumption for in Peterborough.

B. CGL and The Pharmacy have agreed that The Pharmacy shall provide the Services to CGL on the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **Definitions and Interpretation**
	1. In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires:-

 “Adequate Procedures” means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

**“Affiliates”** means in relation to a company any legal entity controlling, controlled by or under common control with the company in question. “Control” for this purpose being the direct or indirect possession of the power to direct or cause the direction of the management or policies of such company or entity whether pursuant to the ownership of voting securities, by contract or otherwise;

**“Agreement”** means this Agreement together with the schedules and any appendices attached hereto or referred to herein;

**“Anti-Corruption Legislation”** means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;

“Associated Person”means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on that company's behalf;

**“Costs”** means, without limitation, all and any payments, penalties, costs, claims, demands, damages, compensation, fines, awards, losses and expenses (including any legal or other professional fees on an indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);

**"Commencement Date”** means the date of this Agreement or such later date as may be agreed by the Parties;

**“Fees”** means the fees for the Services calculated in accordance with Schedule 1;

**“Intellectual Property”** includes any copyright, design rights, patents, inventions, logos, business names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**“Service”** means the service set out in the associated SLA documentation.

**“Third Party”** means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Commencement Date; and

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law.

* 1. In this Agreement:-
		1. any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it;
		2. references to the singular includes the plural and vice versa, references to any gender includes a reference to all genders and references to a person includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
		3. unless the context otherwise requires, references to any clause, sub-clause or schedule is to a clause, sub-clause or schedule of or to this Agreement;
		4. all references to the parties include their permitted successors and assigns; and
		5. any phrase introduced by the term “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding any of those terms.
	2. The index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
	3. Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.
	4. In case of any conflict or inconsistency between the provisions of this Agreement and any Schedule, the provisions of this Agreement shall take precedence to the extent of any conflict or inconsistency only.

1. **Commencement and Duration**
	1. This Agreement shall commence on 01/04/2022 and shall (subject to the other provisions of this Agreement) continue until 31/03/2024.

1. **Price and Payment**
	1. CGL will pay the Fees in accordance with the invoicing and payment provisions set out in the associated SLA documentation.
	2. The Fees set out in the associated SLA documentation will be subject to any applicable Value Added Tax at the prevailing rate.

1. **Liabilities**
	1. Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.
	2. Subject to clause 4.1, the total aggregate liability of each Party and its respective Affiliates to the other whether in contract, tort (including negligence), 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. Subject to clause 4.1, neither Party will be liable to the other Party 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.
2. **Intellectual Property Rights**
	1. All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
	2. All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to CGL.
	3. Subject to clause 5.1, each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other’s performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
	4. Neither Party shall use any name or trade mark belonging to the other Party or their Affiliates in any way that may damage the goodwill of the other Party or that of its Affiliates.
	5. Each Party shall indemnify the other Party and its Affiliates 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 the Party infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.
3. **Confidential Information**
	1. Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature (“Confidential Information”) received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, or to the employees of its Affiliates, to the extent that those employees have a genuine need to know the same to enable the Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. The recipient shall be liable for acts by any of its Affiliates in violation of this Agreement as if they were actions or omissions of that Party.
	2. The restrictions in clause 6.1 shall not apply to any Confidential Information which:-
		1. the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
		2. is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
		3. is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
		4. is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.
	3. Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that party) other material in its possession or control which include or incorporate any Confidential Information of the other party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 6.

1. **Data Protection**
	1. The Parties agree that in relation to Personal Data and Sensitive Personal Data (together “**Customer Data**”) processed by The Pharmacy by providing Services under this Agreement, The Pharmacy shall be a Data Processor and CGL shall be a Data Controller. “Data Controller”, “Personal Data” and “Special Category Personal Data” are as defined in the Data Protection Act 2018 (the “**DPA**”).
	2. Each Party shall at all times, comply with their respective obligations under all applicable data protection legislation, including but not limited to the DPA, in relation to all Customer Data that is processed by it in the course of performing its obligations under this Agreement, including by maintaining a valid and up to date notification under the data protection legislation.
	3. In relation to the processing of any Customer Data, each Party shall:
		1. process that Customer Data in accordance with the DPA;
		2. take such technical and organisational measures as may be appropriate to ensure the security of that Customer Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the processing of that Customer Data. Without prejudice to the generality of the foregoing, it will keep that Customer Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction; and
		3. not transfer that Personal Data outside the European Economic Area.

1. **Anti-corruption**
	1. Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.
	2. Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that it reasonably believes would be in breach of any Anti-Corruption Legislation.
	3. Each Party acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for it to enter into this Agreement.

1. **TUP****E**

9.1 The parties agree that they do not intend any employee of either party will transfer under the TUPE Regulations. Should it be however the case that by way of the contract award, CGL will require the Subcontractor to TUPE transfer in some employees, both parties agree the TUPE legislation will apply to all areas of the transfer process and arrangements made accordingly

1. **Termination**
	1. CGL may terminate this Agreement at any time on giving not less than 3 months’ written notice to the Pharmacy.
	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:
		1. fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
		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 thirty (30) days of that Party being notified in writing of the breach;
		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
		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.
	3. On termination of this Agreement for any reason:
		1. CGL 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 interest and, in respect of Services supplied but for which no invoice has been submitted, The Pharmacy will submit an invoice, which shall be payable immediately on receipt; and
		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.

1. **Force Majeure**
	1. In this clause, "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of the Party affected by it including, but not limited to an act of God, local government or government (including but not limited to its compulsory acquisition and / or seizure of flu vaccine in the event of a flu epidemic or flu pandemic), war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available).
	2. If either Party is, or considers that it is likely to be, affected by a Force Majeure event, it shall promptly notify the other Party of the relevant event or circumstance.
	3. Neither Party shall be in breach of this Agreement if any delay or failure in the performance of any obligation of that Party under this Agreement is caused, in whole or in part, by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

1. **Dispute Resolution**
	1. If any dispute arises out of this Agreement, the Parties shall attempt to settle it by negotiation, who shall seek in good faith to resolve the dispute within twenty-one (21) days of the issue being referred, escalating it within their respective companies as necessary for this purpose.
	2. If the Parties are unable to settle any dispute by negotiation within twenty-one (21) days, the Parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this Clause shall prevent the Parties commencing or continuing court proceedings at any time.
2. **Assignment/Sub-Contracting**
	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.
3. **Benefit of Agreement (Third Party Rights)**
	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).
4. **No Partnership**

15.1 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.

1. **Waiver**
	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.
	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.
2. **Severability**
	1. If any term of this Agreement is or becomes illegal, invalid 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.
3. **Publicity**

18.1 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 recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

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

1. **Governing Law**

20.1 This Agreement shall be governed by, construed and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only, to submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.

Schedule 1 – SPECIFICATION

1. **Background**
	1. Community pharmacies play an important role in the care of substance misusers. They enable service users to comply with their prescribed regime by supervised consumption of methadone, buprenorphine, Espranor (buprenorphine oral lyophilisate) or Suboxone (buprenorphine/naloxone). Supervised consumption reduces the diversion of Controlled Drugs which may lead to a reduction in drug-related deaths.
2. **Aims and intended service outcomes**
	1. To ensure service user compliance with their prescribed regime by:
		* Dispensing medication in specified instalments as instructed on the prescription
		* Supervising the consumption of prescribed medication in the pharmacy
	2. To reduce opportunity for diversion and illicit supply of controlled drugs.
	3. To provide regular contact with healthcare professionals for service users.
3. **Service outline**
	1. Supervised consumption provision is available to those aged 18 years and over who are prescribed opiate substitute treatment (OST) as part of a substance misuse treatment programme where:
		* Supervised consumption is specified on the prescription
		* Prescribing is undertaken by a prescriber at a CGL base or by a GP with Special Interest (GPwSI)/GPs participating in formal Shared Care arrangements within the Peterborough area.
		* the individual is usually resident within the Peterborough area
	2. The service will require the pharmacist to supervise the consumption of prescribed medications when indicated by the prescriber, ensuring that the dose has been administered appropriately to the service user.
	3. The prescribing service will contact the service users chosen pharmacy prior to the service user attending the pharmacy, to ensure the pharmacy has capacity to take on a new service user. The pharmacy will be provided with the service users’ details.
	4. The service user’s recovery worker will be responsible for obtaining the service users agreement to supervised consumption.
	5. Terms of agreement between the prescriber, pharmacist, service user and recovery worker (four-way agreement) should be discussed and agreed. This should detail how the service will operate, what is considered acceptable behaviour by the service user and what will happen if the agreement is breached. Signatures should be obtained and a copy of the agreement given to the service user and a copy kept by the pharmacy. The service user should be provided with any relevant pharmacy information at this time (e.g. opening hours).
	6. The pharmacy will provide support and advice to the service users, including referral to other primary care services or specialist substance misuse services where appropriate.
	7. The pharmacy will continue to provide advice and support to service users who are moving from supervised consumption to daily pick-up and beyond; this may include referral back to the prescriber where appropriate.
	8. If medication is dispensed for non-supervised consumption (e.g. Sundays, Bank Holidays) the service user must be provided with information regarding the safe storage of the medication and reminded of the danger it presents to others.
	9. Methadone: The pharmacy will present the medicine to the service user in a suitably labelled receptacle and will provide the service user with water to facilitate administration and/or reduce the risk of doses being held in the mouth. If a service user’s dose is measured out in advance of their visit then suitable containers with lids should be used. These shall be individually labelled as per normal labelling regulations. Prior to disposal of these containers, all identifying labels shall be removed/anonymised.
	10. Buprenorphine and buprenorphine/naloxone: The pharmacy will prepare the dose. The service user will be provided with water (in a disposable cup) prior to issuing the dose, this may speed up the process of the medication dissolving under the tongue. The medication should be tipped directly under the tongue without handling. The service user will need to be supervised until the tablet has dissolved. This may take up to 10 minutes. When most of the tablet is dissolved, and only a chalky residue remains, talk to the service user to determine the dose has fully dissolved. Offer a further drink of water.

Crushing of tablets is off-licence and therefore should not be undertaken unless the prescriber requires this. If required the prescriber must write this on the prescription and both the prescriber and service user must be aware that this is off-licence.

* 1. Espranor: The pharmacy will prepare the dose. The oral lyophilisate should be removed from the blister pack with dry fingers and placed whole on the tongue until dispersed, which usually occurs within 15 seconds. The service user will need to be supervised until the lyophilisate has dissolved. Swallowing must be avoided for 2 minutes and food and drink not consumed for 5 minutes after.
	2. If a service user misses three consecutive doses of OST, the prescribing service must be contacted and no further doses dispensed unless advised by the prescriber. Any patterns of non-attendance e.g. always missing the same day or regularly missing days should also be advised to the prescribing service so dispensing arrangements can be reviewed.
	3. The instalment direction is a legal requirement and must be complied with; however, the Home Office has approved specific wording to be used which gives pharmacists a degree of flexibility when making a supply. The following wording allows a pharmacy to supply the balance of an instalment if the interval date is missed:

1. Please dispense instalments due on pharmacy closed days on a prior suitable day.

2. If an instalment’s collection day has been missed, please still dispense the amount due for any remaining day(s) of that instalment.

3. Consult the prescriber if 3 or more consecutive days of a prescription have been missed.

4. Supervise consumption on collection days.

5. Dispense daily doses in separate containers.

1. **Data Recording & Information Sharing**
	1. The pharmacy will maintain records of the service provided. ALL occasions where the service user fails to attend the pharmacy to collect a prescribed dose of medication will be recorded.
	2. Internet access must be available for input of data onto PharmOutcomes.
	3. Once a prescription is completed, the service called “Supervised Consumption – Supervision” will be completed on PharmOutcomes. If this is the first time the service user has presented at the pharmacy the service called “Supervised Consumption - Registration” will need to be completed as a one-off activity before the supervision can be entered.
	4. Any missed doses will need to be entered on a daily basis to the service called “Supervised Consumption – Missed dose” on PharmOutcomes. The prescribing service should be contacted directly if the service user has not attended for three days or you have an immediate concern for that service user, and supply stopped and not started again without the agreement of the prescriber or recovery worker.
	5. All provisions will be recorded on PharmOutcomes. These records will be operated together with the Controlled Drug Records required by legislation.
	6. The pharmacy providing the dispensing service will contact the prescribing service in any of the following circumstances:
* Drug related death in pharmacy premises
* Overdose
* Incorrect dispensing of any controlled substance
* The service user is seen to be selling, swapping or giving away their controlled medication
* Following three consecutive failures to attend. Where three consecutive doses have been missed, the pharmacist will not supply a further dose unless agreed by CGL and the service user should be referred back to CGL drug services to be clinically re-assessed
* Breach of the 4-way agreement which the service user has signed
* Any other occasion when the pharmacist is concerned about the service user’s well-being
* Refuses to consume their dose as prescribed
* Is collecting erratically (even if not breaching the 3-day rule)
* Is under the influence of drugs/alcohol resulting in the pharmacist making a professional judgement decision not to dispense a dose
* Shows clear signs of deterioration of physical and/or mental health
* Has been violent or has threatened violence
* Is involved in a serious or untoward incident that affects or may affect the expected outcome of the treatment
* Becomes aware of service user admission to or discharge from hospital
	1. Pharmacists will share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements. The service user should be informed that information is being shared (unless to do so would put another person at risk e.g. in the case of suspected child abuse)
1. **Brief Harm Minimisation and Health Promotion Interventions**
	1. This will be undertaken by a pharmacist or other competent staff member and may encompass such areas as:
		* Safe injecting techniques
		* Sexual health advice
		* Transmission of blood borne viruses
		* Wound site management
		* Nutrition
		* Safe storage and disposal of injecting equipment and substances (e.g. to avoid risk of injury to children)
		* Taking measures to reduce harm and prevent drug-related deaths
		* Safe storage and use of OST
		* Alcohol misuse
	2. Advice will be consistent with relevant recognised guidelines and good practice and should be supported with appropriate harm minimisation materials or literature
2. **Accessibility**
	1. Selection of the pharmacy to provide treatment will be the decision of the service user, subject to the nominated pharmacy agreeing to commence treatment.
	2. Pharmacists will be required to provide on-going support during the period of the Supervised Administration Programme, which will usually be for at least the first 4 weeks of prescribing, or until the service user transfers to another pharmacy with the authorisation of the prescriber.
	3. The pharmacy will ensure that there are no unreasonable or strict time restrictions imposed on the service user.
	4. The pharmacist in charge will take appropriate steps to ensure they are confident of the identity of the service user before supervising each dose.
	5. The pharmacist in charge will make an assessment that it is safe to supply the medication before supervising the dose, taking in to consideration recently missed doses and intoxication from alcohol or drugs.
3. **Service requirements and duration**
	1. This service specification is valid from 01/04/2022 – 31/04/2022.
	2. The pharmacy will offer a user-friendly, non-judgmental, patient-centred and confidential service.
	3. The service will be delivered in a consultation area in the pharmacy which ensures a sufficient level of privacy and safety and meets Medicines Use Review premise requirements.
	4. Pharmacists and staff involved in the provision of the service must be aware of and operate within any locally agreed protocols and follow their company Standard Operating Procedures that cover the provision of this service.
	5. Pharmacists and staff involved in the provision of the service must have relevant knowledge and be appropriately accredited in the operation of the service.
	6. The Contract Manager must be informed of any changes to personnel which impacts service delivery or availability. Every effort should be made to ensure service continuity.
4. **Safeguarding and Governance**
	1. Pharmacy staff must be aware of local child and vulnerable adult protection procedures; these must be followed at all times.
	2. It is implicit in the service being provided that it is delivered to the standard specified, and complies with the legal and ethical boundaries of the profession.
	3. Should an issue be identified either through a visit by the Contract Manager or through any other means an action plan will be produced following the process below:
		* CGL will identify any issues and will agree points for action with the named pharmacist, and an action plan will be created.
		* The Contract Manager will send a written report to the named pharmacist within two weeks of the visit summarising what action needs to be taken and by when.
		* The Contract Manager will contact the pharmacy again once the agreed timescales have elapsed to confirm that the action plan has been completed.
		* If any further action needs to be taken, this will be documented and new timescales agreed.
		* If the issues remain unresolved after this, the option to withdraw the service from the pharmacy may be exercised.

Please note that the pace with which the process progresses will be determined by the level of risk. In addition, any serious professional matters identified may be escalated to Public Health England or GPhC.

1. **Required Training**
	1. The lead pharmacists providing the service are required to successfully complete:
		* CPPE Substance Use and Misuse (Modules 1 – 4) and the associated learning
		* CPPE Safeguarding Children and Vulnerable Adults and the associated learning
	2. All pharmacists will be required to complete the CPPE Declaration of Competence for Supervised Consumption of Prescribed Medicines. The declaration will need to be confirmed on PharmOutcomes via enrolment.
	3. The training requirements must be met within three months of joining the service and updated every three years.
	4. A representative from the pharmacy may be required to attend an annual training event.
	5. The accredited pharmacist will attend the initial training and accreditation evening organised by Change Grow Live before commencing the service.
	6. The lead pharmacists will be responsible for identifying staff training needs and for recording their own Continuing Professional Development, and cascading training to all staff where appropriate.
2. **Quality indicators**
	1. The pharmacy will have standard operating procedures relating to this service. The pharmacist will review these standard operating procedures and the referral pathways for the service on an annual basis.
	2. The pharmacist will attend required training and accreditation events relating to this service.
	3. The pharmacist has completed the required training.
	4. The pharmacist has undertaken CPD relevant to this service, and pharmacists (including locums) and staff involved in the provision of this service have sufficient relevant knowledge and are familiar with the requirements of this service specification.
	5. The pharmacy has a complaints procedure in place
	6. The pharmacy co-operates with any local assessment of service and service user experience, including use of “mystery customers” and audits.
3. **Incidents and complaints**
	1. The pharmacy is required to have a robust incident reporting and investigation procedure in place.
	2. Incidents relating to this service should be reported in line with the pharmacy’s incident reporting procedure. The pharmacy will provide a copy of the incident report to the Contract Manager.
	3. The pharmacy will deal with any complaints sensitively and will report any complaints, comments or concerns to the Contract Manager as soon as possible.
4. **Use of Locum Pharmacists**
	1. The pharmacy has a duty to ensure that staff and other pharmacists (including locums) involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service to ensure the smooth continuation of the service in the absence of the regular pharmacist.
	2. Where possible, the pharmacy should ensure it is staffed by a regular pharmacist/s. Should the pharmacy be in a position where the pharmacy will be run on different locum pharmacists for more than a month, the Contract Manager must be informed.
	3. CGL has the right to withdraw the service from a pharmacy that is not staffed with regular pharmacists. Alternatively, CGL may impose additional conditions on the pharmacy in order for the pharmacy to remain providing the service.
	4. The pharmacy should ensure that there are adequate support staff, including staff specifically trained to support this service in the pharmacy at all times in order to support the pharmacist (including locum pharmacist) in the operational elements of the service and to help ensure the safe and smooth running of the service.
	5. The pharmacy will ensure that appropriate professional indemnity insurance is in place.
	6. It is a requirement for pharmacies signing up to this agreement to comply with all the requirements of the essential services of the NHS Community Pharmacy Contractual Framework.
5. **Payment arrangements**

|  |  |
| --- | --- |
| **Service Provided** | **Fee** |
| Supervised Consumption- Supervision Methadone | £1.50 per dose |
| Supervised Consumption- Supervision Buprenorphine | £2.00 per dose |
| Supervised Consumption – Supervision Buprenorphine/naloxone | £2.00 per dose  |
| Supervised consumption – Supervision Espranor | £2.00 per dose |

* 1. Payments will be made monthly upon input of the data onto PharmOutcomes. Invoices will be generated automatically by PharmOutcomes on the 5th of the month. The service contract and financial details will need to be completed and returned before any payments will be made.
	2. Fees will be paid on the basis of submitted claims into a bank account specified by the pharmacy.
	3. The pharmacy is responsible for entering accurate claims data on the correct website
1. **Audit**
	1. The pharmacy will participate in audits of this service provision organised by the Contract Manager, as and when required, and deliver identified action points reported on the audit within the agreed timescale.
	2. The Contract Manager may employ mystery shoppers as part of this audit.

**Appendix 1: Local Contact Information**

**Local CGL Service:** Change Grow Live Peterborough Aspire

**Local CGL Service address:** 102 – 104 Bridge Street, Peterborough, PE1 1DY

**Local CGL Service telephone number:** 01733 895624

**Local CGL Service email address:** peterborough@cgl.org.uk

**Lead Contact:** Claire Thatcher, Services Manager – 07766 083963

The parties to this Agreement confirm their understanding and acceptance of the terms laid out in this Agreement and acknowledge same below:

**For and on behalf of Change Grow Live**

|  |  |
| --- | --- |
| Name: Claire Thatcher |  |
| Job Title: Services Manager |  |
| Signature:  |  |
| Dated: 17/03/2022 |  |

**For and on behalf of the Pharmacy**

|  |  |
| --- | --- |
| Name: |  |
| Job Title: |  |
| Signature: |  |
| Dated: |  |