Change Grow Live

Change Grow Live

And

[PHARMACY]

NEEDLE EXCHANGE SERVICE LEVEL AGREEMENT

01/04/2024 – 31/03/2026

THIS AGREEMENT is made on 01/04/2024

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) **NAME OF PHARMACY, 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 Needle Exchange for in Cambridgeshire.

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

1.1 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;
"Data Controller"	means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data;
"Data Subject"	means a natural person whose Personal Data are processed in the context of this Agreement;
"Data Protection Laws"	means all applicable laws and regulations relating to data protection, privacy and the processing of Personal Data from time to time in force in any applicable jurisdiction, including without limitation the following (each as amended or replaced from time to time and any subordinate legislation made pursuant thereto): applicable EU legislation including but not limited to GDPR and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC)) and their national implementing legislations; the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and including where applicable guidance and codes of practice issued by the UK's Information Commissioner's Office;
"Fees"	means the fees for the Services calculated in accordance with Schedule 1;
"GDPR"	means the EU General Data Protection Regulation 2016/679 as retained by UK law under the European Union (Withdrawal) Act 2018;
"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;
"Permitted Recipients"	means the Parties to this Agreement and the Head Commissioner, the directors, officers, staff and employees of each Party and the Head Commissioner, any third parties engaged to perform obligations in connection with this Agreement;

"Personal Data"	means any information relating to an identified or identifiable natural person including 'special' categories of personal data set out in Article 9(1) of the GDPR. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
"Processing of Personal Data" (or "Processing/Process")	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"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.
"Working Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 In this Agreement:-

1.2.1 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;

1.2.2 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);

1.2.3 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;

1.2.4 all references to the parties include their permitted successors and assigns; and

1.2.5 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.

1.3 The index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

1.4 Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.

1.5 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.

Commencement and Duration

1.6 This Agreement shall commence on 01/04/2024 and shall (subject to the other provisions of this Agreement) continue until 31/03/2026.

2. Price and Payment

2.1 CGL will pay the Fees in accordance with the invoicing and payment provisions set out in the associated SLA documentation.

2.2 The Fees set out in the associated SLA documentation will be subject to any applicable Value Added Tax at the prevailing rate.

3. Liabilities

3.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.

3.2 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.

3.3 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.

4. Intellectual Property Rights

4.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.

4.2 All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to CGL.

4.3 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.

4.4 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.

4.5 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.

5. Confidential Information

5.1 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.

5.2 The restrictions in clause 6.1 shall not apply to any Confidential Information which:-

5.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;

5.2.2 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;

5.2.3 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

5.2.4 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.

5.3 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.

6. Data Protection

6.1 The Parties agree that in relation to:

6.2 Personal Data processed by the Contractor in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Contractor shall be the sole Data Controller; and

6.2.1 Personal Data, the processing of which is required by CGL or the Head Contractor for the purposes of quality assurance, performance management and contract management CGL, the Head Contractor and the Contractor will be independent Data Controllers;

together the "Agreed Purpose".

6.3 Where CGL or the Head Contractor requires information under clause 6.1.2 above, the Contractor shall consider whether the requirement can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of CGL or the Head Contractor, the Contractor shall provide such information in pseudonymised form where possible.

6.4 Schedule 2 sets out the categories of Data Subjects, types of Personal Data, Processing operations (including scope, nature and purpose of Processing) and the duration of Processing.

6.5 Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement.

6.6 Any material breach of the Data Protection Laws by one Party shall, if not remedied within fourteen (14) days of written notice from the other Party, gives grounds to the other Party to terminate this Agreement with immediate effect.

6.7 In relation to the Processing of any Personal Data, each Party shall:

6.7.1 ensure that it has all necessary notices and consents in place to enable lawful sharing of Personal Data to the Permitted Recipients for the Agreed Purpose;

6.7.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing;

6.7.3 process the Personal Data only for the Agreed Purpose;

6.7.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

6.7.5 ensure that all Permitted Recipients are reliable and have had sufficient training pertinent to the care and handling of Personal Data;

6.7.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

6.7.7 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data in accordance with Article 32 GDPR;

6.7.8 not transfer any Personal Data outside the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer; and

6.7.9 assist the other Party (at its own cost) in responding to any request from a Data Subject and in ensuring its compliance with all applicable requirements and obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or the UK's Information Commissioner's Office.

6.7.10 Each Party shall notify the other Party without undue delay on becoming aware of any Personal Data Breach under this Agreement.

7. Anti-corruption

7.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.

7.2 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.

7.3 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.

8. TUPE

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

9. Termination

9.1 CGL may terminate this Agreement at any time on giving not less than 3 months' written notice to the Pharmacy.

9.2 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:

9.2.1 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;

9.2.2 commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;

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

9.2.4 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.

9.3 On termination of this Agreement for any reason:

9.3.1 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

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

10. Force Majeure

10.1 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).

10.2 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.

10.3 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.

11. Dispute Resolution

11.1 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.

11.2 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.

12. Assignment/Sub-Contracting

12.1 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.

13. Benefit of Agreement (Third Party Rights)

13.1 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).

14. 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.

15. Waiver

15.1 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.

15.2 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.

16. Severability

16.1 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.

17. 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.

18. Variations

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

20. 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 Introduction

1.1 Drug treatment services and community pharmacies should work together to widen access to harm minimisation initiatives, to help keep people who use drugs and the communities they live in safe. With 52% of opiate and/or crack cocaine users in England not in structured treatment (PHE, 2020), it is vital that any opportunity to deliver interventions to reduce the risk of harm in this hard-to-reach population is taken.

1.2 The aims of the service are:

- To deliver harm minimisation support, advice, and interventions to people who may misuse drugs who may not currently be in treatment with a drug and alcohol service.
- To protect and improve the health of people who use drugs.
- To reduce drug-related deaths and harms.
- To keep communities safe.

2. Rationale

2.1 Community pharmacists and their teams are healthcare providers who are easily accessible to the public. Pharmacies are often located in areas where access to other healthcare provision may be difficult and are open when other healthcare settings are closed. The convenience and less formal environment for those who cannot or choose not to access other kinds of health service means that community pharmacy teams are best placed to reach those who rarely see other health professionals. This gives opportunity for them to deliver interventions to people who use drugs and may not currently be in structured treatment.

3 Overview & Service Principles

3.1. Needle and Syringe Programmes (NSP) supply needles, syringes and other equipment used to prepare and take illicit drugs. They reduce the transmission of blood-borne viruses (BBVs) including hepatitis B and C, and other infections caused by sharing injecting equipment. They aim to reduce the harm caused by injecting drugs through providing information and advice and acting as a gateway to other services, including drug treatment centres.

3.2 The NSP may be the only contact some people have with a Healthcare Professional, for example those who inject Image and Performance Enhancing drugs (IPEDs). Needle and Syringe Programmes in England are based across a range of services, with pharmacy making up the majority of the sites.

3.3 The provision of needle exchange in pharmacies provides the benefits of increasing the availability of needle exchange packs across a wide geographical area. This provides more flexibility of provision of services not only by area but by opening hours as well.

4 Aims and intended service outcomes.

4.1 To assist the service users to remain healthy until they are ready and willing to cease injecting and ultimately achieve a drug-free life with appropriate support.

4.2 To protect health and reduce the rate of blood-borne infections and drug related deaths among service users:

- by reducing the rate of sharing and other high risk injecting behaviours;
- by providing sterile injecting equipment and other support;

• by promoting safer injecting practices; and
• by providing and reinforcing harm reduction messages.

4.3 To improve the health of local communities by preventing the spread of blood-borne infections by providing a safe and effective route for the disposal of used injecting equipment.

4.4 To help service users access treatment by offering referral to CGL adult substance misuse services and health and social care professionals where appropriate.

4.5 To aim to maximise the access and retention of all injectors, especially the highly socially excluded.

4.6 To help service users access other health and social care and to act as a gateway to other services.

4.7 To reduce the number of drug-related deaths associated with opioid overdose.

5 Duration

5.1 This agreement shall take effect for a period from 01/04/2024 to 31/03/2026.

6 Service Outline

6.1 NSP will be available at pharmacies to any person who is injecting drugs and requests it.

6.2 There is no limit on the number of times a person may collect equipment, or the amount of equipment which can be supplied at one time. Low dead space needles will be provided to reduce risk of blood-borne virus (BBV) transmission by minimising exposure to potentially contaminated blood.

6.3 Pharmacies will provide ready assembled packs, allowing service users to take away packs in a suitable bag.

6.4 The part of the pharmacy used for the provision of the service must provide a sufficient level of privacy and safety for service users and other members of the public accessing the pharmacy. NSP will be provided in a respectful manner.

6.5 Used equipment is normally returned by the service user for safe disposal.

6.6 The pharmacy will have appropriate health promotion material available for the users of the service and promotes its uptake.

6.7 The contract manager will provide details of the relevant referral point which pharmacy staff can use to signpost service users who require further assistance.

6.8 Pharmacies contracted to provide the Needle Exchange service shall display the national logo in a prominent position visible from outside the premises. For further supplies of the needle exchange window sticker please email David.trickey@cgl.org.uk or emma.larner@cgl.org.uk.

6.9 The pharmacy should order sufficient materials to ensure continuity of the service.

6.10 The pharmacy will provide support and harm reduction advice to the user, including referral to other health and social care professionals and specialist drug treatment services where appropriate.

6.11 The pharmacy will promote safe practice to the user, including advice on sexual health and STIs, HIV and Hepatitis C transmission and Hepatitis B immunisation.

6.12 The service includes provision for users of Image and Performance Enhancing Drugs (IPEDS).

6.13 An accredited pharmacist does not need undertake the transaction or be present when the transaction occurs. However, the pharmacist will be responsible for ensuring that any staff member undertaking the transaction is competent to do so and have undertaken the required training.

6.14 The pharmacist will ensure that their staff are made aware of the risks associated with the handling of returned used equipment and the correct procedure used to minimise those risks. Please refer to the pharmacies own safety guidance.

6.15 A needle stick injury Standard Operating Procedure should be in place and visible to all staff. Used needles and sharps boxes must not be handled directly by any pharmacy staff. Sharps bins should be offered to service users to deposit used 'works' directly into.

6.16 It is strongly advised that staff in the delivery of this service are immunised against Hepatitis B.

6.17 If the service user requests equipment not supplied within the needle exchange programme, the pharmacy will refer them to the local CGL hub.

7 Referral into drug treatment services

7.1 The benefits of entering into structured treatment will be discussed where appropriate and an offer of referral into drug treatment services will be made. This includes people who have developed dependence on over-the-counter or prescription medications.

- This will be provided in a respectful manner, in a quiet, private area of the pharmacy.
- A robust referral system will be in place to ensure quick and efficient entry into treatment for people who need it.
- Harm reduction advice will be provided as appropriate.
- People will be signposted and referred to other relevant commissioned services as appropriate.
- Pharmacies will record referral activity via PharmOutcomes.

8 Ordering of NSP equipment

8.1 NSP equipment will be ordered from Vernacare:

Vernacare
Newbridge Industrial Estate
Blackwood
Caerphilly
NP12 2YN

Email to be sent to nxsales@vernagroup.com.

Pharmacy to confirm:

The CGL service they are part of
Pharmacy address
Pharmacy email address
Pharmacy contact number

From this an online ordering login will be issued for their **fcom** online ordering platform.

8.2 The ordering of packs should be organised by the pharmacy so that appropriate stock control is maintained and to ensure there is not an unacceptable build-up of clinical waste on the pharmacy premises.

9 Data Recording & Information Sharing

9.1 The pharmacy will be expected to ensure secure systems and records to prevent misuse of service, and to ensure the confidentiality for service users.

9.2 The pharmacy will use the Service User Record Form (Appendix 2) to record all transactions.

This record will include;
- Date of supply
- Postcode
- Initials
- Gender
- Age
- Number of sharps bins returned
- Number of packs given out

9.3 The pharmacy will create a transaction record on PharmOutcomes using the information from the Service User Record Form. This information will be entered on to the service called 'NSP supply and return' monthly. PharmOutcomes will be provided by CGL.

9.4 Pharmacy staff should not notify prescribers or other services of a service user's use of the needle exchange programme without the service user's permission. This is except in circumstances where withholding information or seeking the service user's permission to share may put others at risk (e.g., in certain Child Protection or Safeguarding situations).

9.5 Pharmacists will share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements.

10 Management of Returns

10.1 Each pack will contain a sharps return bin, where applicable.

10.2 Pharmacy staff should encourage a 1-for-1 exchange (i.e., supplies given out in exchange for a used bin being returned) however failure to return all used equipment should not result in a withdrawal of the service. Insistence on 1-1 exchange can be counterproductive.

10.3 Pharmacy staff should keep encouraging service users to return their used equipment and should enquire if there is a particular problem that makes it difficult for them to return (for example, lack of transport or fear of police).

10.4 Pharmacies should position a returns deposit bin in a convenient location in order to encourage and facilitate the return of used equipment, but having regard to the safety of staff and other users of the pharmacy. The pharmacy will allocate a safe place to store equipment and returns for safe onward disposal. The storage containers provided by the clinical waste disposal service will be used to store returned used equipment.

10.5 Appropriate protective equipment, including gloves, overalls and materials to deal with spillages, should be readily available close to the storage site.

10.6 Contractors are responsible for ensuring they have sufficient sharps bins in the pharmacy to enable them to deal with demand and not put staff at risk. Collection of sharps bins will be managed by Sustainable Waste (SWS) on a scheduled collection basis.

10.7 CGL will arrange monthly waste collections via SWS, unless otherwise arranged. SWS will provide a laminate with all contact information upon commencement of service.

11 Eligibility

11.1 This service will be available to all presenting adults (aged 18 and over), who require access to needles and other injecting paraphernalia in relation to illicit drug use. This will include users of Image and Performance Enhancing Drugs (including anabolic steroids and growth hormones). The service user, where appropriate will be referred to CGL with consent.

11.2 Young people under 18 years old should be sign-posted to the local specialised Young People's Service. However, for young people aged between 16 and 18, where there is likely to be a delay in the young person accessing treatment, it may be appropriate to issue a small amount of equipment if it is considered that by doing so the young person will be kept safe from the risk of blood-borne viruses through previously-used equipment. Referral into the Young People's substance misuse service should be encouraged, and information provided on how to access this service. The provision to supply should be in accordance with local policy. Capacity to consent should be assessed within the Gillick Competence framework. At every opportunity harm minimisation and safe injecting advice should be provided whilst safeguarding at all times.

11.3 NSP's will **NOT** be available to individuals requiring access to needles and other injecting paraphernalia in relation to non-drug misuse related treatment regimens which require regular administration of prescribed medication e.g., insulin. Separate provision exists for these patient groups.

12 Accessibility

12.1 This will be available on an open access basis with no requirement for service users to be referred from another agency. The service user will determine:

- Which delivery site they access;
- The frequency of engagement;
- Which interventions they access.

12.2 Services will be available to anyone who needs them during pharmacy opening hours.

12.3 Service users will be informed of the pharmacy opening hours upon them first accessing the service.

12.4 In the instance the service becomes temporarily unavailable (for example, due to staff shortages or unanticipated closures):

- a business continuity plan for the pharmacy shall be in place and actioned to ensure people can still access services.
- the local Change Grow Live service shall be notified of service unavailability and informed of the alternative arrangements which have been put into place.

13 Training

13.1 All pharmacists will be required to complete the CPPE Declaration of Competence for Needle and Syringe Programme Service, Substance use and misuse and Substance use and misuse: Anabolic steroids.

13.2 The declaration will need to be confirmed on PharmOutcomes via enrolment. There will be a three-month grace period from the start of the service; after this if not completed you will not be able to access the services.

13.3 The local Change Grow Live service will provide training to commissioned pharmacies on appropriate topics as part of their quarterly meeting, alongside sharing information on incidents, resolving queries, and exploring ideas for improvements to the service. Attendance at the quarterly meetings is recommended as part of service delivery.

13.4 Refresher training must be undertaken, and evidence provided of completion every 3 years.
13.5 The NSP supplier will provide product-specific training and regular training updates, coordinated by the National Harm Reduction Lead. This training will be provided in on-demand recorded or online formats.

14 Safeguarding

14.1 Pharmacy staff are aware of local child and vulnerable adult safeguarding procedures and follow them at all times.

14.2 The trained pharmacist will be trained to Level 2 in Safeguarding and have an enhanced DBS check already in place from within the last 2 years or will complete an enhanced DBS check within 3 months of starting the service.

15 Quality and safety

15.1 The pharmacy must have up-to-date policies and procedures in place for delivery of this service.

15.2 The pharmacy will participate in an annual audit relating to service provision as requested by Change Grow Live and agreed with the LPC, and deliver any identified action points.

15.3 The contractor will ensure availability of written information and leaflets in the pharmacy relevant to the service, substance misuse and drug treatment as made available by CGL.

16 Incidents and feedback

16.1 Incidents and feedback in relation to any service will be reported and investigated as per the pharmacy's incident reporting procedures.

16.2 A summarised copy of the incident report, investigation, and outcomes will be provided to the local Change Grow Live service when requested.

16.3 Any serious incidents will be notified to Change Grow Live within 5 working days.

17 Payment Arrangements

Service Provided	**Fee**
Needle Exchange 1ml packs	£0.83 plus VAT (standard rate) per pack
Needle Exchange 2ml packs	£0.83 plus VAT (standard rate) per pack
Needle Exchange Steroid Packs	£0.83 plus VAT (standard rate) per pack

17.1 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.

17.2 Fees will be paid on the basis of submitted claims into a bank account specified by the contractor. The service contract and financial details will need to be completed and returned before any payments will be made.

17.3 Either party wishing to terminate this agreement must give three month's notice in writing. However, CGL reserves the right to suspend or terminate the service at short notice following a significant event or serious incident.

Appendices

Appendix 1: Local contact information and resources

Local CGL Service: Change Grow Live Cambridgeshire

Local CGL Service address: Inspiration House, Church Terrace, Wisbech, PE13 1BW

Local CGL Service telephone number: 0300 555 0101

Local CGL Service email address: cambridgeshirereferrals@cgl.org.uk

Lead Contact: David Trickey, Pharmacy Liaison Lead, David.trickey@cgl.org.uk

Emma Larner, Pharmacy Liaison Lead, Emma.larner@cgl.org.uk

Appendix 2: Pharmacy Needle and Syringe Programme Data Collection

CGL Needle Exchange Data Record Sheet

Date	Initials	DOB	*Used When registering clients*								Number of packs Issued			Bins returned
			Consent to share CGL?	Postcode	Gender	Phone No	In treatment?	BBV Test	Hep B vaccinated?	Housing status NFA/SS/Hostel/Stable	1ml	2ml	Steroid	

Appendix 3 Exchange Pack contents

1ml Exchange Pack	Quantity
Frontier Solo 1ml Syringe Prefixed 29G	10
Frontier Spoon with filter	10
Vit C	10
Pre Injection Swab	10
0.2ltr Sharps Bin	1

2ml Exchange Pack	Quantity
Frontier Solo 2ml ID Syringe	10
Frontier Short Orange Needle 25G	10
Frontier Long Blue 23G	10
Frontier Spoon with filter	10
Vit C	10
Pre Injection Swab	10
0.45ltr Sharps Bin	1

Steroid Exchange Pack	Quantity
Frontier Solo 2ml Solo Syringes	10
Frontier Long Blue Needle 23G	10
Frontier Long Green Needle 21G	10
Pre Injection Swab	10
0.45ltr Sharps Bin	1

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:

Job Title:

Signature:

Dated:

For and on behalf of the Pharmacy

Name:

Job Title:

Signature:

Dated: